

CONTRACT AMENDMENT NO. 3
NATIONAL HEALTH CARE SOLUTIONS STAFFING AGREEMENT
CONTRACT NO. COR-SVCS-2019-0217-CSD

This CONTRACT AMENDMENT No. 3 amends the above-referenced contract between the **State of Montana, Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and **National Health Care Solutions, LLC**, (Contractor), whose address and phone number are 3021 Berks Way #201, Raleigh, NC 57614, (877) 797-6427. This Contract is amended for the following purpose(s):

WHEREAS, the State of Montana, Department of Corrections is hereinafter referred to as “State” rather than “Department”, in the opening paragraph, all references in the original contract, and all previous amendments.

- 1) In accordance with Section 1, of the above-referenced contract, entitled Effective Date, Duration, and Renewal, parties mutually agree to extend this Contract for the period July 1, 2022, through June 30, 2023, per the terms, conditions, and prices agreed upon. This is the 3rd renewal, 4th year of the Contract. This Contract, including any renewals, may not exceed a total of seven (7) years.
- 2) In accordance with Section 4, of the above-referenced contract, entitled Consideration/Payment, parties mutually agree to changes in subsection 4.1 Payment Provisions.

Current:

4.1 Payment Provisions. In consideration of the services to be provided, the Department shall pay Contractor according to the following schedule:

- A. Psychiatrist \$233.20 per hour
- Physician \$148.40 per hour
- Nurse Practitioner \$111.30 per hour
- Physician Assistant \$111.30 per hour
- Psychologist \$93.28 per hour
- LCSW \$69.96 per hour
- LCPC \$69.96 per hour
- RN \$61.48 per hour weekdays, \$63.60 per hour weekends *
- LPN \$50.88 per hour weekdays, \$53.00 per hour weekends *
- CNA \$28.62 per hour weekdays, \$30.74 per hour weekends *
- Workweek begins at 7 a.m. Sunday, continues to 6:59 a.m. the following Sunday.
- *Weekend rates begin on Friday with the evening shift (1500) and end with the completion of Sunday night Shift (0730 Monday).

Orientation Rates. Same as weekday rates. Contractor guarantees that new orientees will work at least the same number of hours as it took to complete the orientation within thirty (30) days, or Contractor will credit the amount of orientation costs. Providing shifts are available for the new orientees.

Overtime. Time worked in excess of forty (40) hours per week will be billed at one and one-half times (1.5x) the regular billing rate for each hour worked.

Holidays. Holiday rates are paid for the following Holidays and will be billed at one and one-half times (1.5x) the regular billing rate for each hour worked.

New Year's Eve (Evening and Night shifts)

New Year's Day (Day, Evening, and Night shifts)

Easter Sunday (Day and Evening shifts)

Memorial Day (Day, Evening, and Night shifts)

July Fourth (Day, Evening, and Night shifts)

Labor Day (Day, Evening, and Night shifts)

Thanksgiving Day (Day, Evening, and Night shifts)

Christmas Eve (Evening and Night shifts)

Christmas Day (Day, Evening, and Night shifts)

Taxes. All HCPs provided by Contractor shall be HCPs of Contractor and not Department. Contractor shall be responsible for payment of all compensation to HCPs provided to Department under this Contract. Contractor assumes responsibility for filing and paying of applicable employer State and Federal payroll taxes for personnel provided under this Contract.

B. Rates are inclusive of all travel and per diem. Department will not compensate Contractor for travel or travel time, lodging, meals, supplies, or any other expense incurred by Contractor while performing services identified within this Contract.

New:

Section 4, Subsection 4.1, is now renumbered and amended as follows.

4.1 Payment Provisions. In consideration of the services to be provided, the Department shall pay Contractor according to the following schedule:

A. Psychiatrist \$240.20 per hour

Physician \$152.85 per hour

Nurse Practitioner \$114.64 per hour

Physician Assistant \$114.64 per hour

Psychologist \$96.08 per hour

LCSW \$69.96 per hour

LCPC \$69.96 per hour

RN \$76.00 per hour

LPN \$59.00 per hour

CNA \$43.00 per hour

Compensation paid to Contractor shall not exceed four hundred twenty thousand and 00/100 Dollars (**\$420,000.00**) per contract year for the services described herein.

B. Taxes. All HCPs provided by Contractor shall be HCPs of Contractor and not Department. Contractor shall be responsible for payment of all compensation to HCPs provided to Department under this Contract. Contractor assumes responsibility for filing and paying of applicable employer State and Federal payroll taxes for personnel provided under this Contract.

C. Rates. are inclusive of all travel and per diem. Department will not compensate Contractor for travel or travel time, lodging, meals, supplies, or any other expense incurred by Contractor while performing services identified within this Contract.

D. Orientation Rates. Orientation rates are the same as weekday rates. Contractor guarantees that new orientees will work at least the same number of hours as it took to complete the orientation within thirty (30) days, or Contractor will credit the amount of orientation costs. Providing shifts are available for the new orientees.

E. Overtime. Time worked in excess of forty (40) hours per week will be billed at one and one-half times (1.5x) the regular billing rate for each hour worked. Contractor must pre-approve all overtime 24 hours in advance. Overtime paid by State facilities is defined as; only the hours worked at a State facility in excess of forty (40) hours in a work week pay period. Overtime will be billed at the industry standard overtime rate of time and a half (1/2) only. State reserves the right to suggest schedule changes in an effort to eliminate additional overtime/holiday costs.

F. Holidays. Holiday rates are paid for the following Holidays and will be billed at one and one-half times (1.5x) the regular billing rate for each hour worked.

New Year's Eve (Evening and Night shifts)
New Year's Day (Day, Evening, and Night shifts)
Easter Sunday (Day and Evening shifts)
Memorial Day (Day, Evening, and Night shifts)
July Fourth (Day, Evening, and Night shifts)
Labor Day (Day, Evening, and Night shifts)
Thanksgiving Day (Day, Evening, and Night shifts)
Christmas Eve (Evening and Night shifts)
Christmas Day (Day, Evening, and Night shifts)

G. Crisis Rate Increase. In the event of a crisis assignment, rates can be increased to the regular hourly rate plus a minimum of \$5.00 to a maximum of \$45.00 per hour with written prior approval by the facility Health Services Manager and/or Health Services Bureau (HSB) Bureau Chief.

1) Crisis Rate pay differential will only be paid at the end of a Staff's completed crisis assignment term.

2) The Crisis Rate pay differential will be forfeited if Staff leaves before completing the complete agreed upon assignment.

3) The State may, in an emergency, and at its sole discretion, authorize a Staff departure without forfeiting the pay differential.

a. Staff requesting the early termination for emergency reasons must provide evidence of the situation to be considered for the exception.

b. If granted, the State will provide the accepted exception in writing. A claimed verbal authorization will not be recognized by the State.

Subsections 4.2 through 4.5 remain unchanged.

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- 3) In accordance with Section 21, of the above-referenced contract, entitled Liaisons and Service of Notices, subsection 21.1, entitled Contract Liaisons, parties mutually agree to replace the State's Liaison as shown below:


<u>CURRENT:</u> <u>Steffani Turner</u> is State's Liaison 5 Last Chance Gulch Helena, MT 59620-1301 Phone: (406) 444-1547 steffani.turner@mt.gov	<u>NEW:</u> <u>Anita Thorpe</u> is State's Liaison <u>700 Conley Lake Road</u> <u>Deer Lodge, MT 59722</u> <u>(406) 415-6521</u> athorpe@mt.gov
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Except as modified above, all other terms and conditions of Contract No. **COR-SVCS-2019-0217-CSD**, **including Amendment #1 through #2**, remains unchanged.

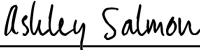
STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

National Health Care Solutions, LLC
3021 Berks Way #201
Raleigh, NC 27614
FEDERAL ID # 27-2804007

DocuSigned by:

7/18/2022
Cynthia McGillis-Hiner, Director (Date)
Health Services Bureau

DocuSigned by:

7/17/2022
Linda Chiles, Vice President (Date)

Approved as to Form:

DocuSigned by:

7/14/2022
Ashley Salmon, Contracts Officer (Date)
Financial Services Bureau

Approved as to Legal Content:

DocuSigned by:

7/14/2022
Molenda McCarty, Legal Counsel (Date)
Legal Services Bureau

MONTANA
PREVAILING WAGE RATES FOR NONCONSTRUCTION SERVICES
2022

Effective: January 1, 2022

*Greg Gianforte,
Governor State of
Montana*

*Laurie Esau, Commissioner
Department of Labor &
Industry*

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at erd.dli.mt.gov/labor-standards or contact:

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59620-1503
Phone 406-444-6543

The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities

Act. MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the Internet at erd.dli.mt.gov/labor-standards or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at erd.dli.mt.gov/labor-standards or contact the department at (406) 444-6543.

LAURIE ESAU
Commissioner
Department of Labor and Industry
State of Montana

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Food Service and Cooking	17
Motor Vehicle and Construction Equipment Repair and Servicing	17
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A. Date of Publication **Preliminary - Do Not Use For Bidding**

B. Definition of Nonconstruction Services Occupations

Section 18-2-401(9)(a)-(9)(l), MCA defines "nonconstruction services" as "...work performed by an individual, not including management, office, or clerical work, for:

(a) the maintenance of publicly owned buildings and facilities, including public highways, roads, streets, and alleys;

(b) custodial or security services for publicly owned buildings and facilities;

(c) grounds maintenance for publicly owned property;

(d) the operation of public drinking water supply, waste collection, and waste disposal systems;

(e) law enforcement, including janitors and prison guards;

(f) fire protection;

(g) public or school transportation driving;

(h) nursing, nurse's aid services, and medical laboratory technician services;

- (i) material and mail handling;*
- (j) food service and cooking;*
- (k) motor vehicle and construction equipment repair and servicing; and*
- (l) appliance and office machine repair and servicing.”*

C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA defines “public works contract” as “...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”

D. Prevailing Wage Schedule

This publication covers only Nonconstruction Service occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy, Highway, and Building Construction occupations can be found on the Internet at erd.dli.mt.gov/labor-standards or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

ARM, 24.17.127(1)(c), states “The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised.”

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”

G. Fringe Benefits

Section 18-2-412, MCA states:

“(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor.”

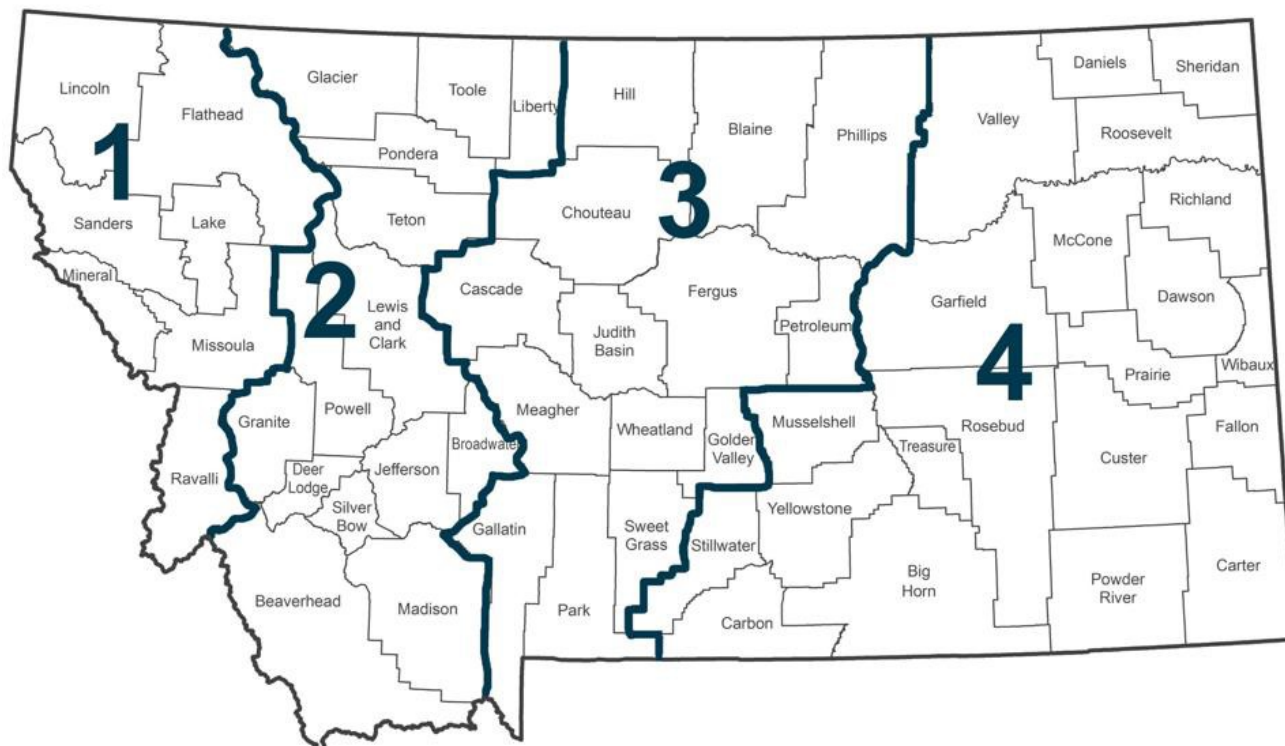
Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a

collectively bargained agreement in effect that specifies otherwise.

H. Prevailing Wage Districts

Montana counties are aggregated into 4 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:

Montana Prevailing Wage Districts



I. Dispatch City

ARM, 24.17.103(11), defines dispatch city as “...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney.” A dispatch city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

- District 1 - Kalispell and Missoula: includes Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders;
- District 2 - Butte and Helena: includes Beaverhead, Broadwater, Deer Lodge, Glacier, Granite, Jefferson, Lewis and Clark, Liberty, Madison, Pondera, Powell, Silver Bow, Teton, and Toole;
- District 3 - Bozeman and Great Falls: includes Blaine, Cascade, Chouteau, Fergus, Gallatin, Golden Valley, Hill, Judith Basin, Meagher, Park, Petroleum, Phillips, Sweet Grass, and Wheatland;
- District 4 - Billings, Miles City and Sidney: includes Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Musselshell, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Valley, Wibaux, and Yellowstone.

J. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(24), defines zone pay as “...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.” See section I above for a list of dispatch cities.

K. Computing Travel Benefits

ARM, 24.17.103(22), states “ ‘Travel pay,’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee’s home, whichever is closer, to the center of the job.” See section I above for a list of dispatch cities.

L. Per Diem

ARM, 24.17.103(18), states “ ‘Per diem’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”

M. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, section 18-2-416(2), MCA states “...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract.” Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

N. Posting Notice of Prevailing Wages

Section 18-2-406, MCA provides that contractors, subcontractors and employers who are “...performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.”

O. Employment Preference

Sections 18-2-403 and 18-2-409, MCA requires contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

P. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:

<https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/nonconstruction-services-occupations>

Q. Nonconstruction Services Occupations

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

ELEVATOR REPAIRERS

MAINTENANCE AND REPAIR WORKERS (GENERAL)

STATIONARY ENGINEERS AND BOILER OPERATORS

CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES

ENVIRONMENTAL SERVICES WORKERS

JANITORS AND CLEANERS

PARKING ENFORCEMENT WORKERS

PARKING LOT ATTENDANTS

SECURITY AND FIRE ALARM SYSTEMS REPAIRERS

SECURITY GUARDS

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

FALLERS

FOREST AND CONSERVATION TECHNICIANS

FOREST AND CONSERVATION WORKERS

FOREST EQUIPMENT OPERATORS

LANDSCAPING AND GROUNDSKEEPING WORKERS

MATERIAL MOVING WORKERS (ALL OTHER)

MEDIUM TRUCK DRIVERS

PEST CONTROL WORKERS

PESTICIDE HANDLERS, SPRAYERS, AND APPLICATORS (VEGETATION)
TREE TRIMMERS AND PRUNERS (RIGHT AWAY)

OPERATION OF PUBLIC DRINKING WATER SUPPLY,
WASTE COLLECTION, AND WASTE DISPOSAL
SYSTEMS

HEAVY AND TRACTOR TRAILER TRUCK DRIVERS
LANDFILL ATTENDANTS AND EQUIPMENT OPERATORS
RECYCLING AND RECLAMATION WORKERS
REFUSE AND RECYCLABLE MATERIALS COLLECTORS
SEPTIC TANK SERVICES AND SEWER PIPE CLEANERS
WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

CORRECTION AND DETENTION OFFICERS
POLICE, FIRE, AND DISPATCHERS
PROBATION OFFICERS AND CORRECTIONAL TREATMENT SPECIALISTS

FIRE PROTECTION

FIRE EXTINGUISHER REPAIRERS
FOREST FIREFIGHTERS

PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS (SCHOOL OR SPECIAL CLIENT)
BUS DRIVERS (TRANSIST AND INTERCITY)
LIGHT TRUCK OR DELIVERY SERVICES DRIVERS (INCLUDES VAN DRIVERS)

NURSING, NURSE'S AID SERVICES, AND MEDICAL LABORATORY TECHNICIAN SERVICES

BREATH ALCOHOL TECHNICIANS
EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS
HOME HEALTH AIDES
LICENSED PRACTICAL NURSES
MEDICAL AND CLINICAL LABORATORY TECHNICIANS
MEDICAL AND CLINICAL LABORATORY TECHNOLOGISTS
MEDICAL ASSISTANTS
NURSE
PRACTITIONERS
NURSING ASSISTANTS
ORDERLIES
PERSONAL CARE AIDES
PHYSICIANS ASSISTANTS
REGISTERED NURSES

MATERIAL AND MAIL HANDLING

FREIGHT, STOCK, AND MATERIAL HANDLERS

FOOD SERVICE AND COOKING

COOKS (INSTITUTION AND CAFETERIA)
FOOD PREPARATION AND SERVING RELATED WORKERS

MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE SERVICE TECHNICIANS AND MECHANICS
BUS AND TRUCK MECHANICS AND DIESEL ENGINE SPECIALISTS
CONSTRUCTION EQUIPMENT MECHANICS

APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE MECHANICS
COMPUTER, AUTOMATED TELLER, AND OFFICE MACHINE REPAIRERS
COMPUTER USER SUPPORT SPECIALISTS

WAGE RATES

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

ELEVATOR REPAIRERS

	Wage	Benefit
District 1	\$57.73	\$40.98
District 2	\$57.73	\$40.98
District 3	\$57.73	\$40.98
District 4	\$57.73	\$40.98

Travel:

All Districts

0-15 mi. free zone

>15-25 mi. \$49.88/day

>25-35 mi. \$99.75/day

>35 mi. \$84.90/day or cost of receipts for hotel and meals, whichever is greater.

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MAINTENANCE AND REPAIR WORKERS (GENERAL)

	Wage	Benefit
District 1	\$20.91	\$8.07
District 2	\$18.71	\$7.56
District 3	\$18.51	\$8.11
District 4	\$21.67	\$6.24

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STATIONARY ENGINEERS AND BOILER OPERATORS

	Wage	Benefit
District 1	\$21.79	\$8.69
District 2	\$23.78	\$8.69
District 3	\$28.70	\$8.69
District 4	\$24.02	\$8.69

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CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES

ENVIRONMENTAL SERVICES WORKERS

	Wage	Benefit
District 1	\$15.10	\$3.84
District 2	\$14.21	\$4.25
District 3	\$12.44	\$4.55
District 4	\$13.96	\$4.67

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JANITORS AND CLEANERS

	Wage	Benefit
District 1	\$15.10	\$5.33
District 2	\$16.60	\$6.96
District 3	\$15.88	\$5.34
District 4	\$15.10	\$5.25

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PARKING ENFORCEMENT WORKERS

No Rate Established

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PARKING LOT ATTENDANTS

No Rate Established

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SECURITY AND FIRE ALARM SYSTEMS REPAIRERS

No Rate Established

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SECURITY GUARDS

	Wage	Benefit
District 1	\$15.39	\$0.88
District 2	\$15.28	\$1.54
District 3	\$16.15	\$4.20
District 4	\$16.24	\$4.12

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GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

FALLERS

No Rate Established

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FOREST AND CONSERVATION TECHNICIANS**No Rate Established**[↑ Back to Table of Contents](#)**FOREST AND CONSERVATION WORKERS****No Rate Established**[↑ Back to Table of Contents](#)**FOREST EQUIPMENT OPERATORS****No Rate Established**[↑ Back to Table of Contents](#)**LANDSCAPING AND GROUNDSKEEPING WORKERS**

	Wage	Benefit
District 1	\$17.39	\$6.41
District 2	\$18.62	\$6.71
District 3	\$17.25	\$7.11
District 4	\$13.62	\$2.46

Duties Include:

Shovel snow from walks, driveways, or parking lots and spread salt in those areas. Grounds maintenance of cemeteries.

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	Wage	Benefit
District 1	\$22.85	\$ 9.93
District 2	\$22.67	\$ 9.91
District 3	\$23.88	\$10.63
District 4	\$24.03	\$10.79

Occupations Include:

Bulldozer Operator, Freight Elevator Operator, Shovel Operator

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MEDIUM TRUCK DRIVERS

	Wage	Benefit
District 1	\$23.56	\$10.03
District 2	\$25.09	\$10.78
District 3	\$24.61	\$11.16
District 4	\$23.96	\$10.60

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PEST CONTROL WORKERS

No Rate Established

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PESTICIDE HANDLERS, SPRAYERS, AND APPLICATORS (VEGETATION)

	Wage	Benefit
District 1	\$18.90	\$7.84
District 2	\$15.86	\$5.42
District 3	\$14.64	\$4.98
District 4	\$15.96	\$5.67

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TREE TRIMMERS AND PRUNERS (RIGHT AWAY)

	Wage	Benefit
District 1	\$27.18	\$12.62
District 2	\$27.18	\$12.62
District 3	\$25.29	\$12.50
District 4	\$28.64	\$10.28

Travel

Districts 1 - 3
No Rate Established

District 4
0-25 mi. - free zone
>25-50 mi. - \$20.00/day
>50 mi. - \$70.00/day

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OPERATION OF PUBLIC DRINKING WATER SUPPLY, WASTE COLLECTION, AND WASTE DISPOSAL SYSTEMS

HEAVY AND TRACTOR-TRAILER TRUCK DRIVERS

	Wage	Benefit
District 1	\$22.68	\$9.79
District 2	\$22.68	\$9.79
District 3	\$22.68	\$9.79
District 4	\$23.37	\$9.79

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LANDFILL ATTENDANTS AND EQUIPMENT OPERATORS

	Wage	Benefit
District 1	\$18.27	\$9.44
District 2	\$19.14	\$9.21
District 3	\$20.21	\$8.64
District 4	\$16.26	\$4.13

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RECYCLING AND RECLAMATION WORKERS

No Rate Established

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REFUSE AND RECYCLABLE MATERIALS COLLECTORS

	Wage	Benefit
District 1	\$21.44	\$11.27
District 2	\$21.44	\$11.27
District 3	\$21.72	\$10.59
District 4	\$22.03	\$ 9.78

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SEPTIC TANK SERVICES AND SEWER PIPE CLEANERS

No Rate Established

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WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

	Wage	Benefit
District 1	\$21.91	\$10.19
District 2	\$28.09	\$ 9.66
District 3	\$23.84	\$ 9.60
District 4	\$22.73	\$ 7.10

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LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

CORRECTION AND DETENTION OFFICERS

	Wage	Benefit
District 1	\$20.53	\$ 9.82
District 2	\$21.05	\$12.65
District 3	\$19.27	\$ 7.56
District 4	\$22.27	\$11.12

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POLICE, FIRE, AND AMBULANCE DISPATCHERS

	Wage	Benefit
District 1	\$21.69	\$9.69
District 2	\$20.46	\$8.22
District 3	\$18.56	\$7.09
District 4	\$20.88	\$8.31

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PROBATION OFFICERS AND CORRECTIONAL TREATMENT SPECIALISTS

	Wage	Benefit
District 1	\$17.06	\$ 9.00
District 2	\$21.74	\$12.60
District 3	\$20.20	\$ 8.02
District 4	\$19.39	\$ 8.02

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FIRE PROTECTION

FIRE EXTINGUISHER REPAIRERS

No Rate Established

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FOREST FIREFIGHTERS

	Wage	Benefit
District 1	\$17.67	\$0.00
District 2	\$17.67	\$0.00
District 3	\$17.67	\$0.00
District 4	\$17.67	\$0.00

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PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS (SCHOOL OR SPECIAL CLIENT)

	Wage	Benefit
District 1	\$15.80	\$5.45
District 2	\$19.24	\$5.93
District 3	\$21.39	\$4.51
District 4	\$19.42	\$3.48

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BUS DRIVERS (TRANSIT AND INTERCITY)

	Wage	Benefit
District 1	\$13.90	\$5.79
District 2	\$17.46	\$5.99
District 3	\$15.98	\$6.51
District 4	\$19.00	\$5.31

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LIGHT TRUCK OR DELIVERY SERVICES DRIVERS (INCLUDES VAN DRIVERS)

	Wage	Benefit
District 1	\$14.96	\$6.15
District 2	\$14.96	\$6.15
District 3	\$14.92	\$6.39
District 4	\$14.92	\$6.39

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NURSING, NURSE'S AID SERVICES, AND MEDICAL LABORATORY TECHNICIAN SERVICES

BREATH ALCOHOL TECHNICIANS

No Rate Established

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EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS

	Wage	Benefit
District 1	\$14.44	\$4.37
District 2	\$16.08	\$5.67
District 3	\$18.82	\$5.67

District 4	\$14.82	\$1.86
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HOME HEALTH AIDES

	Wage	Benefit
District 1	\$11.92	\$4.24
District 2	\$12.34	\$1.56
District 3	\$14.32	\$3.30
District 4	\$12.15	\$2.93

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LICENSED PRACTICAL NURSES

	Wage	Benefit
District 1	\$24.55	\$6.76
District 2	\$22.42	\$5.93
District 3	\$24.14	\$3.88
District 4	\$23.92	\$5.32

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MEDICAL AND CLINICAL LABORATORY TECHNICIANS

	Wage	Benefit
District 1	\$25.60	\$5.86
District 2	\$27.33	\$5.73
District 3	\$29.90	\$5.48
District 4	\$23.57	\$5.48

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MEDICAL AND CLINICAL LABORATORY TECHNOLOGIST

	Wage	Benefit
District 1	\$32.70	\$9.09
District 2	\$32.57	\$7.48
District 3	\$32.29	\$6.67
District 4	\$33.54	\$6.78

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MEDICAL ASSISTANTS

	Wage	Benefit
District 1	\$18.20	\$5.33
District 2	\$14.36	\$4.95

District 3	\$16.17	\$4.43
District 4	\$18.03	\$7.75

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NURSE PRACTITIONERS

	Wage	Benefit
District 1	\$53.27	\$11.36
District 2	\$53.10	\$ 9.72
District 3	\$53.29	\$ 8.42
District 4	\$56.72	\$16.15

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NURSING ASSISTANTS

	Wage	Benefit
District 1	\$15.60	\$3.47
District 2	\$16.75	\$5.29
District 3	\$15.52	\$3.45
District 4	\$15.57	\$3.82

Occupations Include:

Certified Nursing Assistants, Hospital Aides, Infirmary Attendants

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ORDERLIES

	Wage	Benefit
District 1	\$16.37	\$4.09
District 2	\$16.37	\$4.09
District 3	\$16.37	\$4.09
District 4	\$16.37	\$4.09

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PERSONAL CARE AIDES

	Wage	Benefit
District 1	\$11.92	\$4.24
District 2	\$12.34	\$1.56
District 3	\$14.32	\$3.30
District 4	\$12.15	\$2.93

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PHYSICIANS ASSISTANTS

	Wage	Benefit
District 1	\$51.73	\$13.14
District 2	\$62.64	\$12.44
District 3	\$74.86	\$12.62
District 4	\$59.77	\$13.45

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REGISTERED NURSES

	Wage	Benefit
District 1	\$33.51	\$8.37
District 2	\$32.86	\$7.03
District 3	\$33.13	\$6.68
District 4	\$34.70	\$8.48

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MATERIAL AND MAIL HANDLING

FREIGHT, STOCK, AND MATERIAL HANDLERS

	Wage	Benefit
District 1	\$15.41	\$4.75
District 2	\$15.40	\$5.52
District 3	\$15.26	\$5.75
District 4	\$15.71	\$5.98

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FOOD SERVICE AND COOKING

COOKS, (INSTITUTION AND CAFETERIA)

	Wage	Benefit
District 1	\$14.87	\$4.87
District 2	\$14.25	\$4.07
District 3	\$14.18	\$4.52
District 4	\$14.79	\$4.54

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FOOD PREPARATION AND SERVING RELATED WORKERS

	Wage	Benefit
District 1	\$11.64	\$3.00
District 2	\$11.71	\$4.64
District 3	\$11.84	\$3.45
District 4	\$12.12	\$3.33

Occupations Include:

Dietary Aides, Counter Attendants, and Dining Room Attendants.

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MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE SERVICE TECHNICIANS AND MECHANICS

	Wage	Benefit
District 1	\$20.56	\$2.91
District 2	\$23.35	\$3.32
District 3	\$23.66	\$5.44
District 4	\$27.00	\$4.70

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BUS AND TRUCK MECHANICS AND DIESEL ENGINE SPECIALISTS

	Wage	Benefit
District 1	\$23.64	\$7.84
District 2	\$23.97	\$8.01
District 3	\$20.78	\$6.44
District 4	\$21.37	\$6.74

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CONSTRUCTION EQUIPMENT MECHANICS

	Wage	Benefit
District 1	\$25.64	\$10.32
District 2	\$27.17	\$ 8.08
District 3	\$25.26	\$11.13
District 4	\$24.11	\$12.36

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APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE MECHANICS

	Wage	Benefit
District 1	\$16.03	\$1.70
District 2	\$15.90	\$1.70
District 3	\$15.00	\$1.70
District 4	\$17.18	\$1.70

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COMPUTER, AUTOMATED TELLER, AND OFFICE MACHINE REPAIRERS

No Rate Established

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COMPUTER USER SUPPORT SPECIALISTS

	Wage	Benefit
District 1	\$28.67	\$8.57
District 2	\$27.59	\$8.25
District 3	\$27.77	\$8.17
District 4	\$27.41	\$8.32

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CONTRACT AMENDMENT NO. 2
CONTRACT FOR: NATIONAL HEALTH CARE SOLUTIONS STAFFING AGREEMENT
CONTRACT NO. COR-SVCS-2019-0217-CSD

This CONTRACT AMENDMENT No. 2 amends the above-referenced contract between the **State of Montana, Department of Corrections** (Department), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and **National Health Care Solutions, LLC**, (Contractor), whose address and phone number are 3021 Berks Way #201, Raleigh NC 27614, (877) 797-6427. This Contract is amended for the following purpose(s):

- 1) In accordance with Section 1, of the above referenced contract, entitled Effective Date, Duration, and Renewal, parties mutually agree to extend this Contract for the period July 1, 2021, through June 30, 2022, per the terms, conditions, and prices agreed upon. This is the 2nd renewal, 3rd year of the Contract. This Contract, including any renewals, may not exceed a total of seven (7) years.
- 2) In accordance with Section 4, of the above referenced contract, entitled Consideration/Payment subsection 4.1(A) Payment Provisions parties mutually agree to an increase in hourly rate of pay.

Current:

Psychiatrist	\$220.00 per hour
Physician	\$140.00 per hour
Nurse Practitioner	\$105.00 per hour
Physician Assistant	\$105.00 per hour
Psychologist	\$88.00 per hour
LCSW	\$66.00 per hour
LCPC	\$66.00 per hour
RN	\$58.00 per hour weekdays, \$60.00 per hour weekends *
LPN	\$48.00 per hour weekdays, \$50.00 per hour weekends *
CNA	\$27.00 per hour weekdays, \$29.00 per hour weekends *

New:

Psychiatrist	<u>\$233.20 per hour</u>
Physician	<u>\$148.40 per hour</u>
Nurse Practitioner	<u>\$111.30 per hour</u>
Physician Assistant	<u>\$111.30 per hour</u>
Psychologist	<u>\$93.28 per hour</u>
LCSW	<u>\$69.96 per hour</u>
LCPC	<u>\$69.96 per hour</u>
RN	<u>\$61.48 per hour weekdays, \$63.60 per hour weekends *</u>
LPN	<u>\$50.88 per hour weekdays, \$53.00 per hour weekends *</u>
CNA	<u>\$28.62 per hour weekdays, \$30.74 per hour weekends *</u>

Subsections 4.1(B) through 4.5 remain unchanged

REST OF PAGE INTENTIONALLY LEFT BLANK

- 3) In accordance with Section 6, of the above reference contract, entitled Prevailing Wage Requirements, parties mutually agree to add Section 6.5, entitled New Prevailing Wage Rates Applicable Upon Renegotiation, to the previously agreed upon language. Please see Attachment A, rates can also be located at the following link: <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates>

6.5 New Prevailing Wage Rates Applicable Upon Renegotiation. If the initial contract provides for an extension of the contract at the same negotiated compensation rate originally agreed on, this constitutes a “renewal” that would utilize the same prevailing wage rates (base and fringe benefits) in effect at the time of the initial solicitation.

An increased or decreased compensation rate for the contractor during the agreed extension of the contract constitutes a “renegotiation” and the prevailing wage rates in effect at the time of such renegotiation would apply. In addition, the 30-month period restarts.

- 4) In accordance with Section 9, of the above referenced contract, entitled Hold Harmless/Indemnification, parties mutually agree to replace the previously agreed upon language with the language as shown below:

9. DEFENSE, INDEMNIFICATION / HOLD HARMLESS

Contractor shall protect, defend, indemnify, and save harmless the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Contractor’s employees and agents, its subcontractors, its subcontractor’s employees and agents, or third parties on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this Contract.

Contractor waives all claims, demands, causes of action, and recourse against the State, including claims of contribution or indemnity, arising in favor of Contractor on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this Contract.

- 5) In accordance, with Section 13, entitled Compliance with Dark Money Spending Disclosure Requirements, parties mutually agree to delete the section in its entirety in accordance with State of Montana Executive Order 3-2021. For clarity, subsequent sections will not be renumbered.
- 6) In accordance with Section 14, of the above referenced contract, entitled Compliance with Laws, parties mutually agree to replace the previously agreed upon language with the State’s current language as shown below:

REST OF PAGE INTENTIONALLY LEFT BLANK

14. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. Contractor will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.1.17, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. State has a zero-tolerance policy as to incidents of sexual assault/rape or sexual misconduct in its correctional facilities or premises. Contractor is referred to § 45-5-501 MCA. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and State of Montana Executive Order No. 04-2016, Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

14.1 Affordable Care Act. The Affordable Care Act requires a Contractor, if Contractor is an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980H (ACA) if provided by the State.

- 7) In accordance with Section 16, of the above referenced contract, entitled Registration with the Secretary of State, parties mutually agree to replace the previously agreed upon language with the State's current language as shown below:

16. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with §§ 35-14-1505, 35-8-1001, and 35-12-1309 MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. §§ 35-8-1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

- 8) In accordance with Section 21, of the above referenced contract, entitled Liaisons and Service of Notices, Section 21.1, Contract Liaisons both parties mutually agree to a change in the Contractor's Liaison.

Current

Nicole Randall
3021 Berks Way #201
Raleigh, NC 27614
(877) 797-6427
Nicole.randall@nationalhcs.com

New

Linda Chiles
3021 Berks Way #201
Raleigh, NC 27614
(877) 797-6427
Linda.Chiles@Nationalhcs.com

Except as modified above, all other terms and conditions of Contract No. **COR-SVCS-2019-0217-CSD** **including Amendment # 1**, remain unchanged.

STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

DocuSigned by:

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Connie Winner, Administrator (Date)
Clinical Services Division

NATIONAL HEALTH CARE SOLUTIONS,
LLC
3021 Berks Way #201
Raleigh, NC 27614

DocuSigned by:

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Linda Chiles, Vice President (Date)

Approved as to Form:

DocuSigned by:

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Jason M. Collins, Contracts Officer (Date)
Department of Corrections

Approved as to Legal Content:

DocuSigned by:

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Molenda McCarty, Staff Attorney (Date)
Department of Corrections

ATTACHMENT A
MONTANA
PREVAILING WAGE RATES FOR NONCONSTRUCTION
SERVICES 2021
Effective: January 1, 2021

*Steve Bullock,
Governor
State
of Montana*

*Brenda Nordlund, Acting
Commissioner
Department of
Labor & Industry*

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at www.mtwagehourbopa.com or contact:

Employment Relations Division
Montana Department of Labor
and Industry P. O. Box 201503
Helena, MT 59620-1503
Phone 406-444-6543

The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities

Act. MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the Internet at www.mtwagehourbopa.com or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at www.mtwagehourbopa.com or contact the department at (406) 444-6543.

BRENDA NORDLUND
Acting Commissioner
Department of Labor
and Industry
State of
Montana

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A. Date of Publication January 4, 2021

B. Definition of Nonconstruction Services Occupations

Section 18-2-401(9)(a)-(9)(l), MCA defines "nonconstruction services" as "...work performed by an individual, not including management, office, or clerical work, for:

- (a) the maintenance of publicly owned buildings and facilities, including public highways, roads, streets, and alleys;
- (b) custodial or security services for publicly owned buildings and facilities;
- (c) grounds maintenance for publicly owned property;

- (d) the operation of public drinking water supply, waste collection, and waste disposal systems;*
- (e) law enforcement, including janitors and prison guards;*
- (f) fire protection;*
- (g) public or school transportation driving;*
- (h) nursing, nurse's aid services, and medical laboratory technician services;*
- (i) material and mail handling;*
- (j) food service and cooking;*
- (k) motor vehicle and construction equipment repair and servicing; and*
- (l) appliance and office machine repair and servicing."*

C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA defines "public works contract" as *"...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000..."*

D. Prevailing Wage Schedule

This publication covers only Nonconstruction Service occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy, Highway, and Building Construction occupations can be found on the Internet at www.mtwagehourbopa.com or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

ARM, 24.17.127(1)(c), states *"The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised."*

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

"(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency."

G. Fringe Benefits

Section 18-2-412, MCA states:

"(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

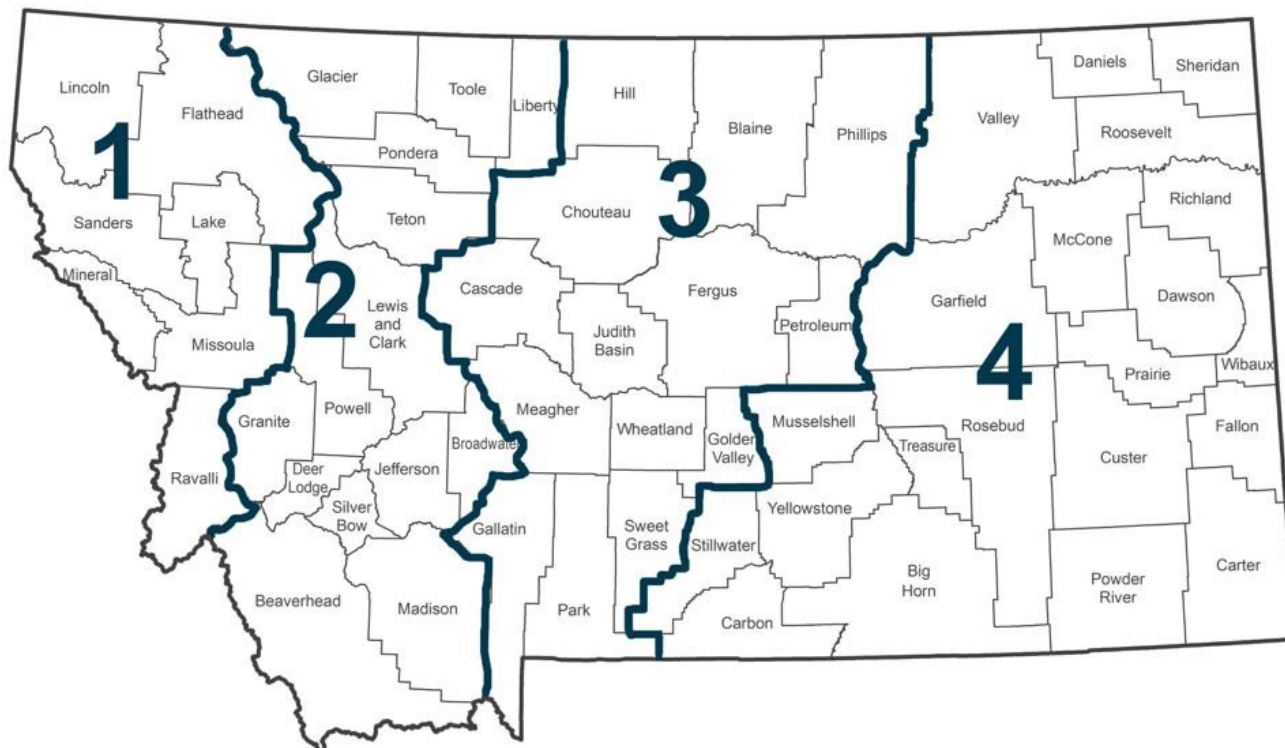
(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor."

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Prevailing Wage Districts

Montana counties are aggregated into 4 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:

Montana Prevailing Wage Districts



I. Dispatch City

ARM, 24.17.103(11), defines dispatch city as “...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, and Missoula.” A dispatch city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

- District 1 – Kalispell and Missoula: includes Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders;
- District 2 – Butte and Helena: includes Beaverhead, Broadwater, Deer Lodge, Glacier, Granite, Jefferson, Lewis and Clark, Liberty, Madison, Pondera, Powell, Silver Bow, Teton, and Toole;
- District 3 – Bozeman and Great Falls: includes Blaine, Cascade, Chouteau, Fergus, Gallatin, Golden Valley, Hill, Judith Basin, Meagher, Park, Petroleum, Phillips, Sweet Grass, and Wheatland;
- District 4 – Billings: includes Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Musselshell, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Valley, Wibaux, and Yellowstone.

J. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(24), defines zone pay as “...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.” See section I above for a list of dispatch cities.

K. Computing Travel Benefits

ARM, 24.17.103(22), states “ ‘Travel pay,’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee’s home, whichever is closer, to the center of the job.” See section I above for a list of dispatch cities.

L. Per Diem

ARM, 24.17.103(18), states “ ‘Per diem’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”

M. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, section 18-2-416(2), MCA states “...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract.” Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

N. Posting Notice of Prevailing Wages

Section 18-2-406, MCA provides that contractors, subcontractors and employers who are “...performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.”

O. Employment Preference

Sections 18-2-403 and 18-2-409, MCA requires contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

P. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:
http://www.bls.gov/oes/current/oes_stru.htm

Q. Nonconstruction Services Occupations

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

ELEVATOR REPAIRERS
MAINTENANCE AND REPAIR WORKERS
(GENERAL)STATIONARY ENGINEERS AND
BOILER OPERATORS

CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES

ENVIRONMENTAL SERVICES
WORKERSJANITORS AND CLEANERS
PARKING ENFORCEMENT WORKERS
PARKING LOT ATTENDANTS
SECURITY AND FIRE ALARM SYSTEMS
REPAIRERSSECURITY GUARDS

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

FALLERS
FOREST AND CONSERVATION
TECHNICIANSFOREST AND
CONSERVATION WORKERS FOREST
EQUIPMENT OPERATORS

LANDSCAPING AND GROUNDSKEEPING
WORKERS MATERIAL MOVING WORKERS
(ALL OTHER) MEDIUM TRUCK DRIVERS
PEST CONTROL WORKERS
PESTICIDE HANDLERS, SPRAYERS, AND APPLICATORS
(VEGETATION) TREE TRIMMERS AND PRUNERS (RIGHT AWAY)

OPERATION OF PUBLIC DRINKING WATER
SUPPLY, WASTE COLLECTION, AND WASTE
DISPOSAL SYSTEMS

HEAVY AND TRACTOR TRAILER TRUCK
DRIVERS LANDFILL ATTENDANTS AND
EQUIPMENT OPERATORS RECYCLING AND
RECLAMATION WORKERS
REFUSE AND RECYCLABLE MATERIALS COLLECTORS
WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

CORRECTION AND DETENTION
OFFICERS POLICE, FIRE, AND
DISPATCHERS
PROBATION OFFICERS AND CORRECTIONAL TREATMENT SPECIALISTS

FIRE PROTECTION

FIRE EXTINGUISHER
REPAIRERS FOREST
FIREFIGHTERS

PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS (SCHOOL OR SPECIAL
CLIENT) BUS DRIVERS (TRANSIST AND
INTERCITY)
LIGHT TRUCK OR DELIVERY SERVICES DRIVERS (INCLUDES VAN DRIVERS)

NURSING, NURSE'S AID SERVICES, AND MEDICAL LABORATORY TECHNICIAN
SERVICES

BREATH ALCOHOL TECHNICIANS
EMERGENCY MEDICAL TECHNICIANS AND
PARAMEDICS HOME HEALTH AIDES
LICENSED PRACTICAL NURSES
MEDICAL AND CLINICAL LABORATORY
TECHNICIANS MEDICAL AND CLINICAL
LABORATORY TECHNOLOGISTS MEDICAL
ASSISTANTS

NURSE PRACTITIONERS
NURSING ASSISTANTS
ORDERLIES
PERSONAL CARE AIDES
PHYSICIANS ASSISTANTS
REGISTERED NURSES

MATERIAL AND MAIL HANDLING

FREIGHT, STOCK, AND MATERIAL HANDLERS

FOOD SERVICE AND COOKING

COOKS (INSTITUTION AND CAFETERIA)
FOOD PREPARATION AND SERVING RELATED WORKERS

MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE SERVICE TECHNICIANS AND MECHANICS
BUS AND TRUCK MECHANICS AND DIESEL ENGINE
SPECIALISTS
CONSTRUCTION EQUIPMENT
MECHANICS

APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE MECHANICS
COMPUTER, AUTOMATED TELLER, AND OFFICE MACHINE
REPAIRERS
COMPUTER USER SUPPORT SPECIALISTS

WAGE RATES

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

ELEVATOR REPAIRERS

	Wage	Benefit
District 1	\$55.86	\$39.74
District 2	\$55.86	\$39.74
District 3	\$55.86	\$39.74
District 4	\$55.86	\$39.74

Travel:

All Districts

0-15 mi. free zone

>15-25 mi. \$44.73/day

>25-35 mi. \$89.46/day

>35 mi. \$84.90/day or cost of receipts for hotel and meals, whichever is greater.

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MAINTENANCE AND REPAIR WORKERS (GENERAL)

	Wage	Benefit
District 1	\$18.82	\$ 5.74
District 2	\$20.24	\$ 9.26
District 3	\$19.56	\$ 8.74
District 4	\$19.44	\$ 6.08

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STATIONARY ENGINEERS AND BOILER OPERATORS

	Wage	Benefit
District 1	\$2518	\$11.15
District 2	\$19.97	\$11.91
District 3	\$19.05	\$12.38
District 4	\$21.93	\$ 8.03

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CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES

ENVIRONMENTAL SERVICES WORKERS

	Wage	Benefit
District 1	\$12.73	\$3.82
District 2	\$13.12	\$4.69
District 3	\$13.97	\$6.67
District 4	\$12.89	\$3.55

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JANITORS AND CLEANERS

	Wage	Benefit
District 1	\$14.98	\$4.63
District 2	\$12.49	\$6.32
District 3	\$16.09	\$6.73
District 4	\$14.70	\$6.50

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PARKING ENFORCEMENT WORKERS

	Wage	Benefit
District 1	\$14.83	\$6.16
District 2	\$14.83	\$6.08
District 3	\$15.60	\$6.33
District 4	\$15.60	\$6.33

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PARKING LOT ATTENDANTS

	Wage	Benefit
District 1	\$14.53	\$5.46
District 2	\$14.53	\$5.46
District 3	\$14.53	\$5.46
District 4	\$14.53	\$5.46

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SECURITY AND FIRE ALARM SYSTEMS REPAIRERS

No Rate Established

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SECURITY GUARDS

	Wage	Benefit
District 1	\$10.00	\$0.00
District 2	\$11.62	\$0.00
District 3	\$11.62	\$0.00
District 4	\$11.62	\$0.00

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GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

FALLERS

No Rate Established

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FOREST AND CONSERVATION TECHNICIANS

	Wage	Benefit
District 1	\$18.75	\$0.70
District 2	\$18.75	\$0.70
District 3	\$18.75	\$0.70
District 4	\$18.75	\$0.70

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FOREST AND CONSERVATION WORKERS

	Wage	Benefit
District 1	\$16.39	\$0.00
District 2	\$16.39	\$0.00
District 3	\$16.39	\$0.00
District 4	\$16.39	\$0.00

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FOREST EQUIPMENT OPERATORS

	Wage	Benefit
District 1	\$16.81	\$0.00
District 2	\$16.81	\$0.00
District 3	\$16.81	\$0.00
District 4	\$16.81	\$0.00

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LANDSCAPING AND GROUNDSKEEPING WORKERS

	Wage	Benefit
District 1	\$17.07	\$7.01
District 2	\$16.47	\$7.05
District 3	\$16.45	\$9.23
District 4	\$16.47	\$7.02

Duties Include:

Shovel snow from walks, driveways, or parking lots and spread salt in those areas. Grounds maintenance of cemeteries.

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MATERIAL MOVING WORKERS (ALL OTHER)

	Wage	Benefit
District 1	\$22.13	\$8.42
District 2	\$22.13	\$8.43
District 3	\$22.13	\$8.43
District 4	\$22.13	\$8.43

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MEDIUM TRUCK DRIVERS

	Wage	Benefit
District 1	\$22.83	\$8.48
District 2	\$21.96	\$8.09
District 3	\$21.96	\$8.09
District 4	\$21.96	\$8.09

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PEST CONTROL WORKERS

	Wage	Benefit
District 1	\$16.40	\$0.00
District 2	\$16.49	\$0.00
District 3	\$16.49	\$0.00
District 4	\$16.49	\$0.00

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PESTICIDE HANDLERS, SPRAYERS, AND APPLICATORS (VEGETATION)

	Wage	Benefit
District 1	\$16.26	\$3.69
District 2	\$16.91	\$1.30
District 3	\$16.64	\$2.40
District 4	\$16.06	\$2.84

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TREE TRIMMERS AND PRUNERS (RIGHT AWAY)

	Wage	Benefit
District 1	\$28.21	\$10.26
District 2	\$28.21	\$10.26
District 3	\$28.21	\$10.26
District 4	\$28.21	\$10.26

Travel

0-25 mi. - free zone
 >25-50 mi. - \$20.00/day
 >50 mi. - \$70.00/day

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OPERATION OF PUBLIC DRINKING WATER SUPPLY, WASTE COLLECTION, AND WASTE DISPOSAL SYSTEMS

HEAVY AND TRACTOR-TRAILER TRUCK DRIVERS

	Wage	Benefit
District 1	\$20.87	\$ 9.42
District 2	\$20.87	\$ 9.42
District 3	\$21.45	\$10.00
District 4	\$20.93	\$10.00

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LANDFILL ATTENDANTS AND EQUIPMENT OPERATORS

	Wage	Benefit
District 1	\$17.60	\$8.25
District 2	\$21.78	\$7.84
District 3	\$21.87	\$7.97
District 4	\$21.98	\$8.13

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RECYCLING AND RECLAMATION WORKERS

No Rate Established

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REFUSE AND RECYCLABLE MATERIALS COLLECTORS

	Wage	Benefit
District 1	\$20.30	\$ 6.70
District 2	\$23.16	\$ 7.49
District 3	\$26.31	\$10.46
District 4	\$22.99	\$ 7.65

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WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

	Wage	Benefit
District 1	\$23.32	\$8.95
District 2	\$22.32	\$7.96
District 3	\$22.25	\$9.95
District 4	\$24.68	\$9.03

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LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

CORRECTION AND DETENTION OFFICERS

	Wage	Benefit
District 1	\$20.99	\$ 9.15
District 2	\$18.85	\$10.24
District 3	\$18.91	\$10.26
District 4	\$20.64	\$10.94

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POLICE, FIRE, AND AMBULANCE DISPATCHERS

	Wage	Benefit
District 1	\$21.09	\$8.25
District 2	\$21.23	\$6.76
District 3	\$18.76	\$7.97
District 4	\$22.13	\$8.42

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PROBATION OFFICERS AND CORRECTIONAL TREATMENT SPECIALISTS

	Wage	Benefit
District 1	\$23.04	\$11.27
District 2	\$21.88	\$10.88
District 3	\$22.04	\$10.95
District 4	\$20.29	\$10.53

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FIRE PROTECTION

FIRE EXTINGUISHER REPAIRERS

No Rate Established

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FOREST FIREFIGHTERS

	Wage	Benefit
District 1	\$20.00	\$3.70
District 2	\$22.75	\$3.70
District 3	\$15.70	\$3.70
District 4	\$21.00	\$3.70

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PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS (SCHOOL OR SPECIAL CLIENT)

	Wage	Benefit
District 1	\$15.25	\$5.04
District 2	\$15.68	\$1.92
District 3	\$18.04	\$5.59
District 4	\$18.54	\$5.87

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BUS DRIVERS (TRANSIT AND INTERCITY)

	Wage	Benefit
District 1	\$17.76	\$8.01
District 2	\$18.81	\$5.85
District 3	\$17.00	\$8.64
District 4	\$20.69	\$6.56

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LIGHT TRUCK OR DELIVERY SERVICES DRIVERS (INCLUDES VAN DRIVERS)

	Wage	Benefit
District 1	\$14.85	\$2.62
District 2	\$14.42	\$4.27
District 3	\$14.37	\$4.38
District 4	\$14.30	\$4.35

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NURSING, NURSE'S AID SERVICES, AND MEDICAL LABORATORY TECHNICIAN SERVICES

BREATH ALCOHOL TECHNICIANS

No Rate Established

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EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS

	Wage	Benefit
District 1	\$16.18	\$3.51
District 2	\$11.00	\$5.29
District 3	\$19.77	\$6.67
District 4	\$17.20	\$4.89

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HOME HEALTH AIDES

	Wage	Benefit
District 1	\$11.22	\$2.76
District 2	\$13.24	\$0.88
District 3	\$13.90	\$1.27
District 4	\$12.42	\$2.58

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LICENSED PRACTICAL NURSES

	Wage	Benefit
District 1	\$23.42	\$6.74
District 2	\$22.32	\$7.02
District 3	\$23.83	\$4.33
District 4	\$23.79	\$6.37

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MEDICAL AND CLINICAL LABORATORY TECHNICIANS

	Wage	Benefit
District 1	\$24.71	\$0.00
District 2	\$25.00	\$0.00
District 3	\$25.00	\$0.00
District 4	\$25.00	\$0.00

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MEDICAL AND CLINICAL LABORATORY TECHNOLOGIST

	Wage	Benefit
District 1	\$31.59	\$9.04
District 2	\$36.61	\$8.93
District 3	\$32.19	\$8.36

District 4	\$31.15	\$8.47
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MEDICAL ASSISTANTS

	Wage	Benefit
District 1	\$18.72	\$6.79
District 2	\$18.56	\$6.31
District 3	\$18.55	\$6.37
District 4	\$18.55	\$6.37

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NURSE PRACTITIONERS

	Wage	Benefit
District 1	\$53.81	\$14.74
District 2	\$56.00	\$12.02
District 3	\$51.35	\$ 7.05
District 4	\$56.52	\$14.42

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NURSING ASSISTANTS

	Wage	Benefit
District 1	\$13.66	\$4.06
District 2	\$14.62	\$5.68
District 3	\$15.07	\$3.52
District 4	\$14.75	\$4.43

Occupations Include:
Certified Nursing Assistants, Hospital Aides, Infirmary Attendants

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ORDERLIES

No Rate Established

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PERSONAL CARE AIDES

	Wage	Benefit
District 1	\$11.22	\$2.76

District 2	\$13.24	\$0.88
District 3	\$13.90	\$1.27
District 4	\$12.42	\$2.58

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PHYSICIANS ASSISTANTS

	Wage	Benefit
District 1	\$54.56	\$13.29
District 2	\$51.11	\$10.91
District 3	\$54.01	\$ 9.52
District 4	\$56.46	\$14.48

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REGISTERED NURSES

	Wage	Benefit
District 1	\$31.92	\$8.58
District 2	\$33.18	\$8.66
District 3	\$31.32	\$6.67
District 4	\$35.93	\$9.41

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MATERIAL AND MAIL HANDLING

FREIGHT, STOCK, AND MATERIAL HANDLERS

	Wage	Benefit
District 1	\$15.68	\$7.20
District 2	\$15.93	\$6.65
District 3	\$14.52	\$6.26
District 4	\$16.24	\$5.02

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FOOD SERVICE AND COOKING

COOKS, (INSTITUTION AND CAFETERIA)

	Wage	Benefit
District 1	\$14.96	\$4.00
District 2	\$13.14	\$4.50
District 3	\$14.42	\$4.17
District 4	\$15.24	\$5.13

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FOOD PREPARATION AND SERVING RELATED WORKERS

	Wage	Benefit
District 1	\$12.62	\$3.77
District 2	\$11.47	\$4.83
District 3	\$13.80	\$5.63
District 4	\$12.90	\$3.76

Occupations Include:

Dietary Aides, Counter Attendants, and Dining Room Attendants.

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MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE SERVICE TECHNICIANS AND MECHANICS

	Wage	Benefit
District 1	\$21.14	\$4.15
District 2	\$22.49	\$4.33
District 3	\$25.54	\$7.40
District 4	\$25.70	\$5.35

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BUS AND TRUCK MECHANICS AND DIESEL ENGINE SPECIALISTS

	Wage	Benefit
District 1	\$22.21	\$7.08
District 2	\$23.09	\$6.65
District 3	\$23.71	\$6.47
District 4	\$25.35	\$6.82

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CONSTRUCTION EQUIPMENT MECHANICS

	Wage	Benefit
District 1	\$26.00	\$8.46
District 2	\$25.67	\$8.29
District 3	\$24.19	\$9.74
District 4	\$24.63	\$9.44

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APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE MECHANICS

No Rate Established

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COMPUTER, AUTOMATED TELLER, AND OFFICE MACHINE REPAIRERS

No Rate Established

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COMPUTER USER SUPPORT SPECIALISTS

	Wage	Benefit
District 1	\$20.04	\$8.63
District 2	\$18.47	\$9.13
District 3	\$21.74	\$8.99
District 4	\$24.52	\$8.88

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CONTRACT AMENDMENT NO. 1
CONTRACT FOR: MEDICAL/PSYCHIATRIC SERVICES
CONTRACT NO: COR-SVCS-2019-0217-CSD

This CONTRACT AMENDMENT No.1 amends the above-referenced contract between the State of Montana, Department of Corrections (Department), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and National Health Care Solutions, LLC (Contractor), whose address and phone number are 3021 Berks Way #201, Raleigh NC 27614, (877) 797-6427. This Contract is amended for the following purpose(s):

- 1) In accordance with Section 1, of the above referenced contract, entitled Effective Date, Duration, and Renewal, parties mutually agree to extend this Contract for the period July 1, 2020, through June 30, 2021 per the terms, conditions, and prices agreed upon. This is the 1st renewal, 2nd year of the Contract.
- 2) In accordance with Section 4.1A, of the above referenced contract, Consideration/Payment, parties mutually agree to add:

Licensed Clinical Professional Counselor, (LCPC), to the contracted schedule at a rate of \$66.00/per hour.

- 3) In accordance with Section 21.1 and 21.2, of the above referenced contract, entitled Liaison and Services of Notices, parties mutually agree to change the Contract Liaison for the both parties and the Contractor Contract Manager as follows:

Department Liaison:

Current: Cynthia McGillis-Hiner
5 S Last Chance Gulch
Helena MT 59620-1301
Telephone: (406) 444-5439
E-mail: CMcGillis@mt.gov

New: Steffani Turner
5 S Last Chance Gulch
Helena MT 59620-1301
Telephone: (406) 444-1547
Steffani.Turner@mt.gov

Contractor Liaison:

Current: Nicole Randall
3021 Berks Way #201
Raleigh, NC 27614
Telephone: (877) 797-6427
E-mail: Nicole.randall@nationalhcs.com

New: Laura Fisher
3021 Berks Way #201
Raleigh, NC 27614
Telephone: (877) 797-6427
Laura.fisher@nationalhcs.com
admin@nationalhcd.com

Contractor Contract Manager:

Current: Nicole Randall
3021 Berks Way #201
Raleigh, NC 27614
Telephone: (877) 797-6427
E-mail: Nicole.randall@nationalhcs.com

New: Linda Chiles, Vice President
3021 Berks Way #201
Raleigh, NC 27614
Telephone: (877) 797-6427
Cell: (919) 427-5969
Linda.chiles@nationalhcs.com

Except as modified above, all other terms and conditions of Contract No. COR-SVCS-2019-0217-CSD remain unchanged.

STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

National Health Care Solutions
3021 Berks Way #201
Raleigh, NC 27614

BY: Connie Winner, Administrator CSD

BY: Linda Chiles, Vice President

(Name/Title)

(Name/Title)

SIGNATURE: Connie Winner

SIGNATURE: Linda Chiles

DATE: 2/6/2020

DATE: 2/6/2020

Approved as to Form:

DocuSigned by:

Kristi Hernandez

2/6/2020

Contract Officer (Date)
Department of Corrections

Approved as to Legal Content:

Lorraine Schneider

2/6/2020

Legal Counsel (Date)
Department of Corrections

NATIONAL HEALTH CARE SOLUTIONS STAFFING AGREEMENT COR-SVCS-2019-0217-CSD

THIS CONTRACT is entered into by and between the State of Montana, **Montana Department of Corrections** (Department), whose address and phone number are P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301, (406) 444-3930 and **National Health Care Solutions, LLC**, (Contractor), whose address and phone number are 3021 Berks Way #201, Raleigh NC 27614, (877) 797-6427.

1. **EFFECTIVE DATE, DURATION, AND RENEWAL**

1.1 Contract Term. The Contract's initial term is upon contract execution through **June 30, 2020**, unless terminated earlier as provided in this Contract. In no event is this Contract binding on the Department unless the Department's authorized representative has signed it. The legal counsel signature approving legal content of the Contract does not constitute an authorized signature.

1.2 Contract Renewal. The Department may renew this Contract under its then-existing terms and conditions (subject to potential cost adjustments described below in Section 2) in one-year intervals, or any interval that is advantageous to the Department, unless either party provides a written notice of cancellation at least 30 days prior. This Contract, including any renewals, may not exceed a total of seven (7) years.

2. **PRICE ADJUSTMENTS**

Price Adjustments per Increase in CPI. After the Contract's initial term and if Department agrees to a renewal, the parties may agree upon annual pricing adjustments during a renewal based on the cost of living as reflected in the Federal Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (see <http://www.bls.gov/cpi/> for reference) or any other index that may be substituted in the future. The CPI for the last 12-month period of the Contract shall be the CPI base on which later adjustments are computed, and the original CPI base shall be the index announced for the month in which the Contract was signed. The allowable percentage change shall be calculated as follows:

$$\frac{\text{New CPI Base} - \text{Original CPI Base}}{\text{Original CPI Base}}$$

The original Contract prices shall be adjusted according to this percentage change. Each time an adjustment is made, the original CPI base shall be replaced by the adjusted CPI base. The percentage of adjustment to Contract prices shall in no event exceed the percentage change in the index. Department is not obligated to agree upon a renewal or a price increase.

3. **SERVICES**

Contractor shall provide medical/psychiatric staff (HCPs) to the Department's Clinical Services Division (CSD) for on-site services at secure care facilities.

3.1 Contractor's Responsibilities.

A. Upon CSD request, Contractor shall recruit healthcare personnel as available for such assignment. Contractor does not guarantee that all requests will be filled.

B. Contractor will maintain a worker file on each of its HCPs. Contractor will provide copies of the following to CSD:

- i. Completed application, which includes education, training, skills, specialties and preferences.
- ii. Documentation and proof of education and training history.
- iii. Documentation of specialized certification and training programs, when applicable.

- iv. Documentation of citizenship and social security verification when applicable.
- v. Delineation of facility privileges, when applicable.
- vi. Skills inventory checklist, when applicable.
- vii. A minimum of two (2) recent professional references.
- viii. Tuberculosis (TB) test and evidence of satisfactory health status to be done within one (1) year of on-boarding and then annually thereafter.
- ix. Current life support and resuscitation certifications, if applicable.
- x. Copy of current license, registration or certification and notification to CSD sixty (60) calendar days prior to expiration date.
- xi. Copy of Drug Enforcement Administration (DEA) License (state or facility specific), when applicable.
- xii. Copy of Controlled Dangerous Substances (CDS), when applicable.
- xiii. Criminal background checks within one (1) year prior to beginning assignment for CSD from sources considered by Contractor to be accurate.
- xiv. Office of Inspector General, General Services Administration (OIG/GSA) and Excluded Parties List System (EPLS) checks within one (1) year prior to beginning assignment for CSD from sources considered by Contractor to be accurate.
- xv. Drug Screen within one (1) month prior to beginning assignment for CSD from sources considered by Contractor to be accurate, when applicable.
- xvi. Notice of any disciplinary actions brought against an HCP.

C. Contractor will use its best efforts to match the skills and experience levels of its HCPs to the specific needs of CSD.

D. HCPs will report to the designated supervisor each time he/she reports for duty at the facility.

E. Contractor shall give CSD a minimum of two (2) hours' notice regarding the HCPs cancellation of assignment.

F. HCPs assigned to CSD pursuant to this Contract shall, for the purpose of this Contract, be considered HCPs of Contractor. Contractor shall assume sole and exclusive responsibility for the payment of wages to such HCPs for the services performed by them.

G. Contractor will use its best effort to match the skills and experience levels of its HCPs to the specific needs of CSD. Contractor shall verify HCPs licensure, certification, education and work experience to assure they are competent and possess the skills and experience appropriate for the assignment.

H. Contractor is in compliance with all State and Federal laws applicable to the Contract of the HCPs assigned to CSD.

I. Contractor will comply with CSD standards for the use of supplemental medical services.

J. Contractor agrees not to discriminate in the assignment of its HCPs on basis of race, creed, color, national origin, sex, age, disability, citizenship, status, or veteran status.

K. Contractor will take immediate action against any HCP with unexcused absences, tardiness, disregard for policies/procedures and inappropriate behavior.

L. Social Security Act. Contractor warrants that, to the best of Contractor's knowledge, no person who has ownership, controls interest in, or is an agent or managing HCP of Contractor, has been convicted of a criminal offense related to that person's involvement in any programs under Title XVIII, XIX, or XX of the Social Security Act since the inception of these programs.

3.2 CSD Responsibilities.

A. CSD shall provide sufficient information about its specific needs to Contractor so that Contractor can match the skills and experience of its HCPs to those needs.

B. CSD shall utilize assigned HCPs only for the specific need requested, unless CSD, Contractor, and HCP agree to change in duties.

C. CSD agrees Contractor's duty to fill assignments is subject to the availability of qualified HCPs.

D. CSD will orient HCPs to its rules and regulations, including the physical layout and equipment on any unit to which such HCPs are assigned.

E. HCPs may only be placed in assignments that match the job description for which Contractor assigns them; if an HCP is asked to float to another department within facility, the float HCP must have demonstrated previous competency, have the appropriate certifications and credentials for that department/unit, and be fully oriented to the new unit by CSD before their first shift.

F. CSD staffing supervisors will assist Contractor, on a continuing basis, with evaluation of Contractor HCP by providing performance information.

G. It shall be the responsibility of CSD to notify Contractor within one (1) working day of any event; competency issues, incidents, and/or complaints related to the HCP and/or Contractor. CSD agrees to initiate communication with Contractor whenever an incident/injury report related to the HCP is completed. Upon notification Contractor shall document and track all unexpected incidents, including errors, sentinel events and other events, injuries and safety hazards related to the care and services provided.

H. CSD shall allow Contractor's HCPs (on their own time) to attend appropriate CSD staff development programs.

I. CSD will immediately notify Contractor of any problems regarding Contractor's HCPs.

J. CSD will make available to Contractor copies of all documentation concerning problems or incidents in which Contractor's HCPs are involved.

K. If, in the sole discretion of CSD, any person is unsatisfactory, CSD may require such person to leave its premises and shall inform Contractor of this action immediately. CSD's obligation to compensate Contractor for said services shall be limited to the hours actually worked by such person and CSD shall have no further obligation with respect to such assignment.

L. CSD will not hire as its own HCP or allow the transfer of employment from Contractor to CSD any HCP provided by Contractor during the time the HCP is assigned by Contractor to CSD, and for two (2) months after the HCP's last date of service at CSD through Contractor.

M. CSD recognizes and acknowledges that Contractor goes to considerable expense and effort to locate, vet, and submit candidates to CSD. CSD therefore agrees that it will not hire as its own HCP, or allow employment at CSD from another staffing company, or any other entity, any HCP candidate submitted to CSD by Contractor, for at least 45 days from the date of submission of profile.

N. Cancellations

- i.** If CSD cancels an order (shift) with less than two (2) hours' notice given before reporting time, CSD shall be billed for four (4) hours at the hourly rate for the HCP involved. In addition, if CSD does not keep HCP for a minimum of four (4) hours after arrival and start of shift, CSD shall be billed four (4) hours at the hourly rate for the HCP involved. This applies to Practical Registered Nurse (PRN), per diem, temporary, and as need HCPs. This **does not apply** to contracted HCPs

that have guaranteed time with a start and end date via CSD email confirmation of the HCPs designated length of time (e.g., 13-week) assignment.

- ii. If CSD cancels an Orientation class with less than 72 hours' notice given before start of class, CSD shall be billed a flat rate of \$500.00 per HCP to cover hiring expenses.

4. CONSIDERATION/PAYMENT

4.1 Payment Provisions. In consideration of the services to be provided, the Department shall pay Contractor according to the following schedule:

A. Psychiatrist	\$220.00 per hour
Physician	\$140.00 per hour
Nurse Practitioner	\$105.00 per hour
Physician Assistant	\$105.00 per hour
Psychologist	\$88.00 per hour
LCSW	\$66.00 per hour
RN	\$58.00 per hour weekdays, \$60.00 per hour weekends *
LPN	\$48.00 per hour weekdays, \$50.00 per hour weekends *
CNA	\$27.00 per hour weekdays, \$29.00 per hour weekends *

Workweek begins at 7 a.m. Sunday, continues to 6:59 a.m. the following Sunday.

*Weekend rates begin on Friday with the evening shift (1500) and end with completion of Sunday night shift (0730 Monday).

Orientation Rates. Same as weekday rates. Contractor guarantees that new orientees will work at least the same number of hours as it took to complete the orientation within thirty (30) days, or Contractor will credit the amount of orientation costs. Providing shifts are available for the new orientees.

Overtime. Time worked in excess of forty (40) hours per week will be billed at one and one-half times (1.5x) the regular billing rate for each hour worked.

Holidays. Holiday rates are paid for the following Holidays and will be billed at one and one-half times (1.5x) the regular billing rate for each hour worked.

New Year's Eve (Evening and Night shifts)

New Year's Day (Day, Evening, and Night shifts)

Easter Sunday (Day and Evening shifts)

Memorial Day (Day, Evening, and Night shifts)

July Fourth (Day, Evening, and Night shifts)

Labor Day (Day, Evening, and Night shifts)

Thanksgiving Day (Day, Evening, and Night shifts)

Christmas Eve (Evening and Night shifts)

Christmas Day (Day, Evening, and Night shifts)

Taxes. All HCPs provided by Contractor shall be HCPs of Contractor and not Department. Contractor shall be responsible for payment of all compensation to HCPs provided to Department under this Contract. Contractor assumes responsibility for filing and paying of applicable employer State and Federal payroll taxes for personnel provided under this Contract.

B. Rates are inclusive of all travel and per diem. Department will not compensate Contractor for travel or travel time, lodging, meals, supplies, or any other expense incurred by Contractor while performing services identified within this Contract.

4.2 Invoices. Invoices must clearly show name of HCP provided, dates and hours worked by location and billed rates.

4.3 Withholding of Payment. In addition to its other remedies under this Contract, at law, or in equity, the Department may withhold payments to Contractor if Contractor has breached this Contract.

4.4 Payment Terms. Unless otherwise noted in the solicitation document, the Department has 30 days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of Contract execution in order to facilitate the Department's electronic funds transfer payments.

4.5 Reference to Contract. The Contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the Contract. If the number is not provided, the Department is not obligated to pay the invoice.

5. AGENCY ASSISTANCE

To the extent possible, Contractor shall use its own equipment in providing the goods/services set forth in Section 3. However, the parties recognize that services provided to Department may occur within the confines of a secure correctional facility necessitating the use of Department facilities and equipment including, but not limited to, access to inmate records, work space within a correctional facility, and phone service (e.g., Montana State Prison does not allow cellular or digital phones within the facility).

6. PREVAILING WAGE REQUIREMENTS

6.1 Montana Resident Preference. The nature of the work performed, or services provided, under this contract meets the statutory definition of a "public works contract" in 18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services. Contractor shall abide by the requirements set out in 18-2-401 through 18-2-432, MCA, and all administrative rules adopted under these statutes.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

6.2 Standard Prevailing Rate of Wages. In addition, unless superseded by federal law, all employees working on a public works contract must be paid prevailing wage rates in accordance with 18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in 18-2-401, MCA, in which the total cost of the contract is greater than \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Because this contract has an initial term of 12 months with optional renewals, this Contract is subject to the 3% adjustment when the Contract length becomes more than 30 months. The 3% rate increase becomes effective upon the second renewal, and the 3% is paid starting in the third year of the Contract beginning with the 25th month. The adjustment must be made and applied every 12 months for the term of the Contract. This adjustment is the sole responsibility of Contractor and no cost adjustment in this Contract (outside of that allowed in Section 2) will be allowed to fulfill this requirement.

6.3 Notice of Wages and Benefits. Furthermore, 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of

work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with 18-2-423, MCA.

6.4 Wage Rates, Pay Schedule, and Records. 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each contractor, subcontractor, and employer shall maintain payroll records in a manner readily capable of being certified for submission under 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

All contractors and employers shall classify each employee who performs labor on a public works project according to the applicable standard prevailing rate of wages for such craft, classification, or type of employee established by the Commissioner of the Montana Department of Labor and Industry, and shall pay each such employee a rate of wages not less than the standard prevailing rate as specified in the Montana Prevailing Wages Rates for Nonconstruction Services 2019.

7. ACCESS AND RETENTION OF RECORDS

7.1 Access to Records. Contractor shall provide the Department, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. An offender's protected health information (PHI) shall not be made accessible to Legislative Auditor Division without a HIPAA-compliant and a 42 CFR Part 2-compliant release signed by the offender. The Department may terminate this Contract under Section 17, without incurring liability, for the Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

7.2 Retention Period. Contractor shall create and retain all records supporting the services rendered for a period of eight years after either the completion date of this Contract or termination of the Contract.

8. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor may not assign, transfer, or subcontract any portion of this Contract without the Department's prior written consent. (18-4-141, MCA) Contractor is responsible to the Department for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and the Department under this Contract.

9. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to protect, defend, indemnify, and hold harmless the Department, its elected and appointed officials, agents and employees from and against all legal, equitable or administrative claims, causes of action, damages, losses and expenses, of any kind or character, including but not limited to attorneys' fees and the costs of defense, arising in favor of Contractor's employees or third parties on account of bodily injury, sickness, disease, death, personal injury, violation of an offender's constitutional or statutory rights, or to injury to or destruction of tangible property except for such claims, causes of action, damages, losses or expenses which are solely due to the fault or negligence of the party seeking indemnity.

10. REQUIRED INSURANCE

10.1 General Requirements. Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents,

employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

10.2 Primary Insurance. Contractor's insurance coverage shall be primary insurance with respect to the Department, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the Department, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

10.3 Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The Department, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

10.4 Specific Requirements for Professional Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: If "occurrence" coverage is unavailable or cost prohibitive, Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of this contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

10.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the Department. At the request of the Department either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Department, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

10.6 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by the Department's Contracts Management Bureau, P.O. Box 201301, Helena, MT 59620-1301. Contractor must notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The Department reserves the right to require complete copies of insurance policies at all times.

11. LICENSURE

Contractor agrees to provide the State with copies of appropriate current licenses issued under Title 37 of the Montana Code Annotated for all persons performing services under this Contract.

12. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the Department of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are Department employees.

This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to the Department's Contracts Management Bureau, P.O. Box 201301, Helena, MT 59620-1301.

13. COMPLIANCE WITH DARK MONEY SPENDING DISCLOSURE REQUIREMENTS

Contractor shall comply with the provisions of the State of Montana Executive Order No. 15-2018. Contractor shall annually submit a declaration form to the Contract Management Bureau, P.O. Box 201301, Helena, MT 59620-1301. Declaration forms can be found at:

https://vendorresources.mt.gov/Portals/121/vendor_resources/EO_DECLARATION%20FORM.pdf?ver=2018-09-13-100259-243.

All disclosures must be submitted to Contract Management Bureau, P.O. Box 201301, Helena, MT 59620-1301, for reporting on <https://transparency.mt.gov/>. Failure to comply with these requirements may result in Contract termination. Contractor agrees that such a failure is a material breach of this Contract.

14. COMPLIANCE WITH LAWS

14.1 Compliance with Laws. Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Contractor will comply with the Prison Rape Elimination Act 42 U.S.C.A. § 15601ff, the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.1.17, Prison Rape Elimination Act, and ACCD 1.1.1700 PREA to include incident reporting. Contractor shall establish a zero-tolerance policy to incidents of sexual assault/rape or sexual misconduct. Any subletting or subcontracting by Contractor subjects its subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

14.2 Affordable Care Act. The Affordable Care Act requires a Contractor, if Contractor is an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980 H (ACA) if provided by the State.

14.3 Additional Indemnification. Claims under this provision also include those arising out of or in any way connected with Contractor's breach of this Contract, including any Claims asserting that any of Contractor's employees are actually employees or common law employees of the State or any of its agencies, including but not limited to, excise taxes or penalties imposed on the State under the Code §§ 4980H, 6055 or 6056.

14.4 Reporting Requirements. Contractor, if Contractor is an applicable large employer under the ACA, further states that it shall satisfy all reporting requirements under the Code §§ 6055 and 6056 (ACA) with

respect to individuals who perform services for the State.

14.5 Auditing. The State may audit Contractor's operations to ensure that the Contractor has complied with the statements made above.

15. DISABILITY ACCOMMODATIONS

The Department does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

16. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

17. CONTRACT TERMINATION

17.1 Termination for Cause with Notice to Cure Requirement. The Department may terminate this Contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

17.2 Termination for Cause with Notice to Cure Requirement. Contractor may terminate this Contract for the Department's failure to perform any of its duties under this Contract after giving the Department written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

17.3 Reduction of Funding. The Department must, by law, cancel this contract if funds are not appropriated or otherwise made available to support the Department's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the Department budgeting process to support continued performance of this Contract (whether at an initial Contract payment level or any Contract increases to that initial level) in subsequent fiscal periods, the Department shall cancel this Contract as required by law. The Department shall provide Contractor the date the Department's cancellation shall take effect. The Department shall not be liable to Contractor for any payment that would have been payable had the Contract not been cancelled under this provision. As stated above, the Department shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the Department's cancellation takes effect. This is Contractor's sole remedy. The Department shall not be liable to Contractor for any other

payments or damages arising from cancellation under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

18. EVENT OF BREACH – REMEDIES

18.1 Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:

- ⌚ Products or services furnished fail to conform to any requirement;
- ⌚ Failure to submit any report required by this Contract;
- ⌚ Failure to perform any of the other terms and conditions of this Contract, including but not limited to beginning work under this contract without prior Department approval; or
- ⌚ Voluntary or involuntary bankruptcy or receivership.

18.2 Event of Breach by Department. The Department's failure to perform any material term or condition of this Contract constitutes an event of breach.

18.3 Actions in Event of Breach.

Upon Contractor's material breach, the Department may:

- ⌚ Terminate this Contract under Section 17.1 and pursue any of its remedies under this Contract, at law, or in equity; or
- ⌚ Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

Upon the Department's material breach, Contractor may:

- ⌚ Terminate this Contract under Section 17.2 and pursue any of its remedies under this Contract, at law, or in equity; or
- ⌚ Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

19. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

20. WAIVER OF BREACH

Either party's failure to enforce any Contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

21. LIAISONS AND SERVICE OF NOTICES

21.1 Contract Liaisons. All project management and coordination shall be performed by the Department's point of contact designated below. Contractor shall designate a liaison that will provide project management and coordination of Contractor's work. All work performed under this Contract must be coordinated between the Department's Liaison and Contractor's Liaison.

Cynthia McGillis-Hiner is Department's Liaison.
5 S Last Chance Gulch
Helena MT 59620-1301
Telephone: (406) 444-5439
E-mail: CMcGillis@mt.gov

Nicole Randall is Contractor's Liaison.
3021 Berks Way #201
Raleigh NC 27614
Telephone: (877) 797-6427
Fax: (800) 866-9454
E-mail: Nicole.randall@nationalhcs.com

21.2 Contract Manager. Department's Contract Manager identified below shall perform all Contract management duties on Department's behalf. Written notices and requests or any issues, not related to project management and coordination, regarding this Contract should be directed to Department's Contract Manager.

Kristi Hernandez is Department's Contract Manager
5 S Last Chance Gulch
Helena MT 59620-1301
Telephone: (406) 444-9649
E-mail: Kristi.Hernandez@mt.gov

Nicole Randall is Contractor's Contract Manager.
3021 Berks Way #201
Raleigh NC 27614
Telephone: (877) 797-6427
Fax: (800) 866-9454
E-mail: Nicole.randall@nationalhcs.com

21.3 Notifications. The Department's and Contractor's Liaisons and Contract Managers may be changed by written notice to the other party. Written notices, requests, or complaints must be directed to the Liaison and Contract Manager. Notice may be provided by email, personal service, mail, or facsimile. If notice is provided by email, personal service, or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective three business days after date of mailing.

22. MEETINGS

22.1 Technical or Contractual Problems. Contractor shall meet with the Department's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and the Department in the performance of their respective obligations, at no additional cost to the Department. The Department may request the meetings as problems arise and will be coordinated by the Department. The Department shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

22.2 Failure to Notify. If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by the Department, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

22.3 Department's Failure or Delay. For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of the Department's failure or delay in discharging any Department obligation, the Department shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the Department agrees as to the cause of such problem or

circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If the Department does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

23. TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the Department or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The Department shall pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates. If the Department terminates a project or this Contract for cause, then the Department may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages the Department may have sustained as a result of Contractor's breach.

24. CHOICE OF LAW AND VENUE

Montana law governs this Contract. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

25. TAX EXEMPTION

The Department of Montana is exempt from Federal Excise Taxes (#81-0302402), except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

26. PERSONAL PROPERTY TAX

All personal property taxes will be paid by the Contractor.

27. AUTHORITY

This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, Chapter 5.

28. SEVERABILITY CLAUSE

A declaration by any court or any other binding legal source that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually and materially dependent.

29. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

29.1 Contract. This Contract consists of 29 numbered pages plus any Attachments referred to within the numbered pages of the Contract provided they have been expressly incorporated herein by reference.

29.2 Entire Agreement. These documents are the entire agreement of the parties. All prior negotiations, representations, and understandings between the parties are superseded by the Contract. Any amendment or modification must be in a written agreement signed by the parties.

30. WAIVER

The Department's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

31. EXECUTION

The parties through their authorized agents have executed this Contract on the dates set out below.

STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

NATIONAL HEALTH CARE SOLUTIONS, LLC
3021 Berks Way #201
Raleigh NC 27614

BY: Connie Winner, Administrator
 Clinical Services Division

BY: Nicole Randall, Director of Operations

DocuSigned by:

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 (Signature)

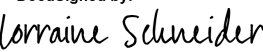
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 (Signature)

DATE: 7/9/2019

DATE: 7/8/2019

Approved as to Legal Content:

DocuSigned by:

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 Legal Counsel (Date)

Approved as to Form:

DocuSigned by:

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 Procurement Officer (Date)

MONTANA
PREVAILING WAGE RATES FOR NONCONSTRUCTION SERVICES 2019

Effective: January 26, 2019

Steve Bullock, Governor
State of Montana

Galen Hollenbaugh, Commissioner
Department of Labor & Industry

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at www.mtwagehourbopa.com or contact:

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 201503
Helena, MT 59620-1503
Phone 406-444-6543

The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the Internet at www.mtwagehourbopa.com or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at www.mtwagehourbopa.com or contact the department at (406) 444-6543.

GALEN HOLLENBAUGH
Commissioner
Department of Labor and Industry

State of Montana

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A. Date of Publication January 26 2019**B. Definition of Nonconstruction Services Occupations**

Section 18-2-401(9)(a)-(9)(l), MCA defines "nonconstruction services" as "...work performed by an individual, not including management, office, or clerical work, for:

- (a) the maintenance of publicly owned buildings and facilities, including public highways, roads, streets, and alleys;
- (b) custodial or security services for publicly owned buildings and facilities;
- (c) grounds maintenance for publicly owned property;
- (d) the operation of public drinking water supply, waste collection, and waste disposal systems; (e) law enforcement, including janitors and prison guards;
- (f) fire protection;
- (g) public or school transportation driving;
- (h) nursing, nurse's aid services, and medical laboratory technician services;

- (i) material and mail handling;*
- (j) food service and cooking;*
- (k) motor vehicle and construction equipment repair and servicing; and*
- (l) appliance and office machine repair and servicing.”*

C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA defines “public works contract” as “...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”

D. Prevailing Wage Schedule

This publication covers only Nonconstruction Service occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy, Highway, and Building Construction occupations can be found on the Internet at www.mtwagehourbopa.com or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

ARM, 24.17.127(1)(c), states “The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised.”

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”

G. Fringe Benefits

Section 18-2-412, MCA states:

“(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

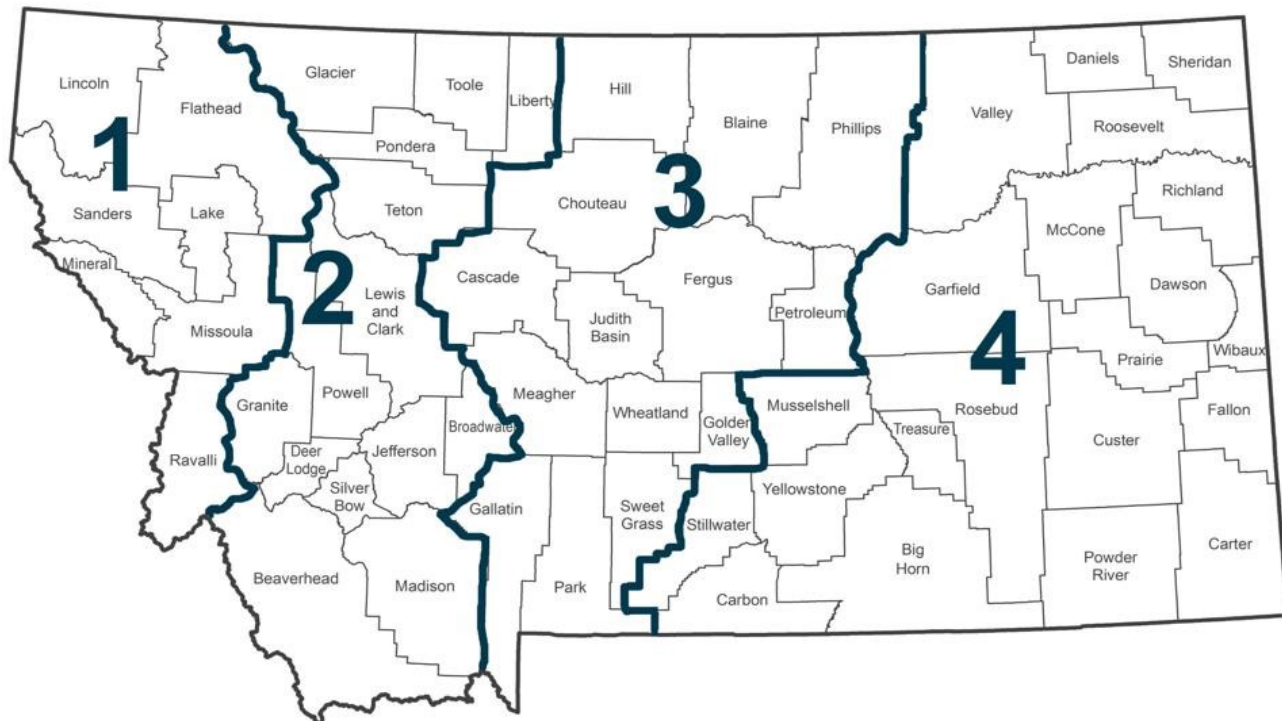
(2) *The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor.”*

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Prevailing Wage Districts

Montana counties are aggregated into 4 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:

Montana Prevailing Wage Districts



I. Dispatch City

ARM, 24.17.103(11), defines dispatch city as “...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, and Missoula.” A dispatch city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

- District 1 - Kalispell and Missoula:** includes Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders;
- District 2 - Butte and Helena:** includes Beaverhead, Broadwater, Deer Lodge, Glacier, Granite, Jefferson, Lewis and Clark, Liberty, Madison, Pondera, Powell, Silver Bow, Teton, and Toole;
- District 3 - Bozeman and Great Falls:** includes Blaine, Cascade, Chouteau, Fergus, Gallatin, Golden Valley, Hill, Judith Basin, Meagher, Park, Petroleum, Phillips, Sweet Grass, and Wheatland;
- District 4 - Billings:** includes Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Musselshell, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Valley, Wibaux, and Yellowstone.

J. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(24), defines zone pay as “...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.” See section I above for a list of dispatch cities.

K. Computing Travel Benefits

ARM, 24.17.103(22), states “ ‘Travel pay,’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee’s home, whichever is closer, to the center of the job.” See section I above for a list of dispatch cities.

L. Per Diem

ARM, 24.17.103(18), states “ ‘Per diem’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”

M. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, section 18-2-416(2), MCA states “...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract.” Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

N. Posting Notice of Prevailing Wages

Section 18-2-406, MCA provides that contractors, subcontractors and employers who are “...performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.”

O. Employment Preference

Sections 18-2-403 and 18-2-409, MCA requires contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

P. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:
http://www.bls.gov/oes/current/oes_stru.htm

Q. Nonconstruction Services Occupations

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

STATIONARY ENGINEERS AND BOILER OPERATORS

ELEVATOR REPAIRERS

ENVIRONMENTAL SERVICES WORKERS

MAINTENANCE AND REPAIR WORKERS

CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES

JANITORS AND CLEANERS

SECURITY AND FIRE ALARM SYSTEMS REPAIRERS
SECURITY GUARDS

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

FALLERS
FOREST AND CONSERVATION TECHNICIANS
FOREST AND CONSERVATION WORKERS
FOREST EQUIPMENT OPERATORS
LANDSCAPING AND GROUNDSKEEPING WORKERS
PEST CONTROL WORKERS
PESTICIDE/HERBICIDE HANDLERS, SPRAYERS, AND APPLICATORS
TREE TRIMMERS AND PRUNERS, (RIGHT AWAY)

OPERATION OF PUBLIC DRINKING WATER SUPPLY,
WASTE COLLECTION, AND WASTE DISPOSAL SYSTEMS

RECYCLING AND RECLAMATION WORKERS
REFUSE AND RECYCLABLE MATERIALS COLLECTORS
SANITARY LANDFILL ATTENDANTS
SANITARY LANDFILL OPERATORS
WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

CORRECTION AND DETENTION OFFICERS
POLICE, FIRE, AND AMBULANCE DISPATCHERS
PROBATION OFFICERS

FIRE PROTECTION

FIRE EXTINGUISHER REPAIRERS
FIREFIGHTERS, (WILDLANDS)

PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS, (SCHOOL OR SPECIAL CLIENT)
BUS DRIVERS, (TRANSIST AND INTERCITY)
LIGHT TRUCK OR DELIVERY SERVICES DRIVERS
HEAVY AND TRACTOR-TRAILER TRUCK DRIVRS

NURSING, NURSE'S AID SERVICES, AND MEDICAL LABORATORY TECHNICIAN SERVICES

BREATH ALCOHOL TECHNICIANS
CLINICAL LABORATORY TECHNICIANS AND TECHNOLOGISTS
EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS
HOME HEALTH AIDES
LICENSED PRACTICAL NURSES
NURSE PRACTITIONERS
NURSING ASSISTANTS AND ORDERLIES
PERSONAL CARE AIDES
PHYSICIANS ASSISTANTS
REGISTERED NURSES

MATERIAL AND MAIL HANDLING

FREIGHT, STOCK, AND MATERIAL HANDLERS

FOOD SERVICE AND COOKING

COOKS, (INSTITUTION AND CAFETERIA)

FOOD PREPARATION AND SERVING RELATED WORKERS

MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE MASTER MECHANICS

CONSTRUCTION EQUIPMENT MECHANICS

APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE SERVICE TECHNICIANS

PERSONAL COMPUTER SUPPORT TECHNICIANS

WAGE RATES

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

STATIONARY ENGINEERS AND BOILER OPERATORS

No Rate Established

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ELEVATOR REPAIRERS

	Wage	Benefit
District 1	\$52.41	\$33.00
District 2	\$52.41	\$33.00
District 3	\$52.41	\$33.00
District 4	\$52.41	\$33.00

Travel:

All Districts

0-15 mi. free zone

>15-25 mi. \$45.26/day

>25-35 mi. \$84.01/day

>35 mi. \$84.90/day or cost of receipts for hotel and meals, whichever is greater.

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ENVIRONMENTAL SERVICES WORKERS

	Wage	Benefit
District 1	\$12.48	\$4.21
District 2	\$11.85	\$4.83
District 3	\$11.97	\$4.74

District 4	\$12.58	\$4.84
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MAINTENANCE AND REPAIR WORKERS

	Wage	Benefit
District 1	\$18.56	\$ 7.13
District 2	\$17.68	\$ 8.69
District 3	\$17.44	\$10.44
District 4	\$19.59	\$ 6.84

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CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES

JANITORS AND CLEANERS

	Wage	Benefit
District 1	\$13.93	\$4.91
District 2	\$13.31	\$4.34
District 3	\$15.76	\$8.26
District 4	\$15.68	\$9.68

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SECURITY AND FIRE ALARM SYSTEMS REPAIRERS

No Rate Established

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SECURITY GUARDS

	Wage	Benefit
District 1	\$15.79	\$3.10
District 2	\$15.59	\$2.71
District 3	\$15.88	\$3.28
District 4	\$15.31	\$3.34

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GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

FALLERS

No Rate Established

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FOREST AND CONSERVATION TECHNICIANS

No Rate Established

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FOREST AND CONSERVATION WORKERS

No Rate Established

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FOREST EQUIPMENT OPERATORS

No Rate Established

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LANDSCAPING AND GROUNDSKEEPING WORKERS

	Wage	Benefit
District 1	\$14.79	\$8.07
District 2	\$16.68	\$7.41
District 3	\$13.05	\$8.09
District 4	\$16.41	\$6.72

Duties Include:

Shovel snow from walks, driveways, or parking lots and spread salt in those areas. Grounds maintenance of cemeteries.

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PEST CONTROL WORKERS

	Wage	Benefit
District 1	\$15.27	\$3.63
District 2	\$15.27	\$3.63
District 3	\$15.27	\$3.63
District 4	\$15.27	\$3.63

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PESTICIDE/HERBICIDE HANDLERS, SPRAYERS, AND APPLICATORS

	Wage	Benefit
District 1	\$16.54	\$6.96
District 2	\$20.50	\$5.89

District 3	\$13.44	\$4.93
District 4	\$17.99	\$5.81

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TREE TRIMMERS AND PRUNERS, (RIGHT AWAY)

	Wage	Benefit
District 1	\$20.34	\$8.01
District 2	\$16.99	\$8.01
District 3	\$16.35	\$8.38
District 4	\$26.19	\$8.98

Travel: All Districts

0-25 mi. - free zone

>25-50 mi. - \$20.00/day

>50 mi. - \$70.00/day

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OPERATION OF PUBLIC DRINKING WATER SUPPLY, WASTE COLLECTION, AND WASTE DISPOSAL SYSTEMS

RECYCLING AND RECLAMATION WORKERS

No Rate Established

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REFUSE AND RECYCLABLE MATERIALS COLLECTORS

	Wage	Benefit
District 1	\$16.16	\$7.52
District 2	\$17.11	\$9.18
District 3	\$18.20	\$8.46
District 4	\$21.76	\$6.95

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SANITARY LANDFILL ATTENDANTS

	Wage	Benefit
District 1	\$12.46	\$8.32
District 2	\$13.94	\$8.20
District 3	\$15.43	\$6.34
District 4	\$14.71	\$5.59

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SANITARY LANDFILL OPERATORS

	Wage	Benefit
District 1	\$20.09	\$9.09

District 2	\$19.41	\$9.05
District 3	\$20.10	\$7.79
District 4	\$19.65	\$7.44

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WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

	Wage	Benefit
District 1	\$21.89	\$10.12
District 2	\$26.49	\$14.50
District 3	\$21.13	\$ 8.35
District 4	\$22.00	\$ 9.00

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LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

CORRECTION AND DETENTION OFFICERS

	Wage	Benefit
District 1	\$21.41	\$11.00
District 2	\$18.52	\$10.30
District 3	\$17.13	\$ 9.78
District 4	\$19.82	\$10.66

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POLICE, FIRE, AND AMBULANCE DISPATCHERS

	Wage	Benefit
District 1	\$20.14	\$9.77
District 2	\$16.07	\$5.72
District 3	\$15.03	\$7.64
District 4	\$19.97	\$7.25

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PROBATION OFFICERS

	Wage	Benefit
District 1	\$21.45	\$11.15
District 2	\$21.63	\$11.20
District 3	\$21.15	\$11.00
District 4	\$21.04	\$10.97

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FIRE PROTECTION

FIRE EXTINGUISHER REPAIRERS

No Rate Established

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FIREFIGHTERS, (WILDLANDS)

	Wage	Benefit
District 1	\$13.86	\$4.00
District 2	\$14.26	\$4.05
District 3	\$14.26	\$4.05
District 4	\$14.26	\$4.05

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PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS, (SCHOOL OR SPECIAL CLIENT)

	Wage	Benefit
District 1	\$16.12	\$5.00
District 2	\$15.38	\$5.14
District 3	\$15.46	\$5.79
District 4	\$16.80	\$4.05

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BUS DRIVERS, (TRANSIT AND INTERCITY)

	Wage	Benefit
District 1	\$13.26	\$9.35
District 2	\$11.19	\$1.01
District 3	\$14.57	\$5.29
District 4	\$19.23	\$6.70

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LIGHT TRUCK OR DELIVERY SERVICES DRIVERS

	Wage	Benefit
District 1	\$16.33	\$2.04
District 2	\$15.82	\$2.04
District 3	\$15.94	\$2.04
District 4	\$16.38	\$2.04

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HEAVY AND TRACTOR-TRAILER TRUCK DRIVERS

	Wage	Benefit
District 1	\$21.79	\$10.65
District 2	\$21.01	\$10.32
District 3	\$19.67	\$ 9.23
District 4	\$19.67	\$ 9.23

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NURSING, NURSE'S AID SERVICES, AND MEDICAL LABORATORY TECHNICIAN SERVICES**BREATH ALCOHOL TECHNICIANS**

No Rate Established

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CLINICAL LABORATORY TECHNICAINS AND TECHNOLOGISTS

	Wage	Benefit
District 1	\$26.38	\$ 9.82
District 2	\$29.34	\$11.77
District 3	\$28.85	\$ 6.67
District 4	\$29.57	\$ 9.60

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EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS

	Wage	Benefit
District 1	\$15.70	\$8.07
District 2	\$16.45	\$5.70
District 3	\$18.81	\$6.67
District 4	\$16.64	\$7.25

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HOME HEALTH AIDES

	Wage	Benefit
District 1	\$11.06	\$4.68
District 2	\$11.65	\$3.55
District 3	\$11.65	\$2.73
District 4	\$12.16	\$3.02

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LICENSED PRACTICAL NURSES

	Wage	Benefit
District 1	\$21.01	\$7.28
District 2	\$20.82	\$7.07
District 3	\$21.63	\$5.97
District 4	\$23.05	\$5.72

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NURSE PRACTITIONERS

	Wage	Benefit
District 1	\$49.97	\$15.25
District 2	\$51.18	\$14.16
District 3	\$48.19	\$11.11
District 4	\$52.75	\$16.00

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NURSING ASSISTANTS AND ORDERLIES

	Wage	Benefit
District 1	\$12.64	\$4.81
District 2	\$13.78	\$4.47
District 3	\$12.92	\$4.28
District 4	\$14.09	\$3.30

Occupations Include:

Certified Nursing Assistants, Hospital Aides, Infirmary Attendants

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PERSONAL CARE AIDES

	Wage	Benefit
District 1	\$11.06	\$4.68
District 2	\$11.65	\$3.55
District 3	\$11.65	\$2.73
District 4	\$12.16	\$3.02

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PHYSICIANS ASSISTANTS

	Wage	Benefit
District 1	\$50.10	\$12.51
District 2	\$52.36	\$12.36
District 3	\$53.38	\$13.53

District 4	\$54.22	\$14.02
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REGISTERED NURSES

	Wage	Benefit
District 1	\$30.66	\$10.78
District 2	\$31.01	\$ 8.69
District 3	\$32.13	\$ 6.67
District 4	\$34.15	\$ 6.12

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MATERIAL AND MAIL HANDLING

FREIGHT, STOCK, AND MATERIAL HANDLERS

	Wage	Benefit
District 1	\$15.43	\$2.14
District 2	\$15.00	\$1.00
District 3	\$15.89	\$2.14
District 4	\$16.42	\$2.48

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FOOD SERVICE AND COOKING

COOKS, (INSTITUTION AND CAFETERIA)

	Wage	Benefit
District 1	\$12.91	\$4.76
District 2	\$13.80	\$4.56
District 3	\$12.65	\$5.25
District 4	\$13.90	\$5.36

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FOOD PREPARATION AND SERVING RELATED WORKERS

	Wage	Benefit
District 1	\$10.96	\$3.57
District 2	\$10.56	\$3.69
District 3	\$12.26	\$4.40
District 4	\$12.03	\$3.27

Occupations Include:

Dietary Aides, Counter Attendants, and Dining Room Attendants.

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MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE MASTER MECHANICS

	Wage	Benefit
District 1	\$21.63	\$ 5.30
District 2	\$21.09	\$ 4.26
District 3	\$20.63	\$11.92
District 4	\$23.81	\$ 6.61

Duties Include:
Diesel Engine Repair.

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CONSTRUCTION EQUIPMENT MECHANICS

	Wage	Benefit
District 1	\$25.16	\$10.24
District 2	\$23.88	\$ 9.81
District 3	\$22.88	\$ 9.33
District 4	\$22.40	\$10.12

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APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE SERVICE TECHNICIANS

No Rate Established

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PERSONAL COMPUTER SUPPORT TECHNICIANS

	Wage	Benefit
District 1	\$24.61	\$ 9.30
District 2	\$22.99	\$ 8.80
District 3	\$21.50	\$11.46
District 4	\$22.04	\$15.85

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NATIONAL HEALTH CARE SOLUTIONS STAFFING AGREEMENT COR-SVCS-2019-0217-CSD

THIS CONTRACT is entered into by and between the State of Montana, **Montana Department of Corrections** (Department), whose address and phone number are P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301, (406) 444-3930 and **National Health Care Solutions, LLC**, (Contractor), whose address and phone number are 3021 Berks Way #201, Raleigh NC 27614, (877) 797-6427.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1 Contract Term. The Contract's initial term is upon contract execution through **June 30, 2020**, unless terminated earlier as provided in this Contract. In no event is this Contract binding on the Department unless the Department's authorized representative has signed it. The legal counsel signature approving legal content of the Contract does not constitute an authorized signature.

1.2 Contract Renewal. The Department may renew this Contract under its then-existing terms and conditions (subject to potential cost adjustments described below in Section 2) in one-year intervals, or any interval that is advantageous to the Department, unless either party provides a written notice of cancellation at least 30 days prior. This Contract, including any renewals, may not exceed a total of seven (7) years.

2. PRICE ADJUSTMENTS

Price Adjustments per Increase in CPI. After the Contract's initial term and if Department agrees to a renewal, the parties may agree upon annual pricing adjustments during a renewal based on the cost of living as reflected in the Federal Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (see <http://www.bls.gov/cpi/> for reference) or any other index that may be substituted in the future. The CPI for the last 12-month period of the Contract shall be the CPI base on which later adjustments are computed, and the original CPI base shall be the index announced for the month in which the Contract was signed. The allowable percentage change shall be calculated as follows:

$$\frac{\text{New CPI Base} - \text{Original CPI Base}}{\text{Original CPI Base}}$$

The original Contract prices shall be adjusted according to this percentage change. Each time an adjustment is made, the original CPI base shall be replaced by the adjusted CPI base. The percentage of adjustment to Contract prices shall in no event exceed the percentage change in the index. Department is not obligated to agree upon a renewal or a price increase.

3. SERVICES

Contractor shall provide medical/psychiatric staff (HCPs) to the Department's Clinical Services Division (CSD) for on-site services at secure care facilities.

3.1 Contractor's Responsibilities.

A. Upon CSD request, Contractor shall recruit healthcare personnel as available for such assignment. Contractor does not guarantee that all requests will be filled.

B. Contractor will maintain a worker file on each of its HCPs. Contractor will provide copies of the following to CSD:

- i. Completed application, which includes education, training, skills, specialties and preferences.
- ii. Documentation and proof of education and training history.
- iii. Documentation of specialized certification and training programs, when applicable.

- iv. Documentation of citizenship and social security verification when applicable.
- v. Delineation of facility privileges, when applicable.
- vi. Skills inventory checklist, when applicable.
- vii. A minimum of two (2) recent professional references.
- viii. Tuberculosis (TB) test and evidence of satisfactory health status to be done within one (1) year of on-boarding and then annually thereafter.
- ix. Current life support and resuscitation certifications, if applicable.
- x. Copy of current license, registration or certification and notification to CSD sixty (60) calendar days prior to expiration date.
- xi. Copy of Drug Enforcement Administration (DEA) License (state or facility specific), when applicable.
- xii. Copy of Controlled Dangerous Substances (CDS), when applicable.
- xiii. Criminal background checks within one (1) year prior to beginning assignment for CSD from sources considered by Contractor to be accurate.
- xiv. Office of Inspector General, General Services Administration (OIG/GSA) and Excluded Parties List System (EPLS) checks within one (1) year prior to beginning assignment for CSD from sources considered by Contractor to be accurate.
- xv. Drug Screen within one (1) month prior to beginning assignment for CSD from sources considered by Contractor to be accurate, when applicable.
- xvi. Notice of any disciplinary actions brought against an HCP.

C. Contractor will use its best efforts to match the skills and experience levels of its HCPs to the specific needs of CSD.

D. HCPs will report to the designated supervisor each time he/she reports for duty at the facility.

E. Contractor shall give CSD a minimum of two (2) hours' notice regarding the HCPs cancellation of assignment.

F. HCPs assigned to CSD pursuant to this Contract shall, for the purpose of this Contract, be considered HCPs of Contractor. Contractor shall assume sole and exclusive responsibility for the payment of wages to such HCPs for the services performed by them.

G. Contractor will use its best effort to match the skills and experience levels of its HCPs to the specific needs of CSD. Contractor shall verify HCPs licensure, certification, education and work experience to assure they are competent and possess the skills and experience appropriate for the assignment.

H. Contractor is in compliance with all State and Federal laws applicable to the Contract of the HCPs assigned to CSD.

I. Contractor will comply with CSD standards for the use of supplemental medical services.

J. Contractor agrees not to discriminate in the assignment of its HCPs on basis of race, creed, color, national origin, sex, age, disability, citizenship, status, or veteran status.

K. Contractor will take immediate action against any HCP with unexcused absences, tardiness, disregard for policies/procedures and inappropriate behavior.

L. Social Security Act. Contractor warrants that, to the best of Contractor's knowledge, no person who has ownership, controls interest in, or is an agent or managing HCP of Contractor, has been convicted of a criminal offense related to that person's involvement in any programs under Title XVIII, XIX, or XX of the Social Security Act since the inception of these programs.

3.2 CSD Responsibilities.

A. CSD shall provide sufficient information about its specific needs to Contractor so that Contractor can match the skills and experience of its HCPs to those needs.

B. CSD shall utilize assigned HCPs only for the specific need requested, unless CSD, Contractor, and HCP agree to change in duties.

C. CSD agrees Contractor's duty to fill assignments is subject to the availability of qualified HCPs.

D. CSD will orient HCPs to its rules and regulations, including the physical layout and equipment on any unit to which such HCPs are assigned.

E. HCPs may only be placed in assignments that match the job description for which Contractor assigns them; if an HCP is asked to float to another department within facility, the float HCP must have demonstrated previous competency, have the appropriate certifications and credentials for that department/unit, and be fully oriented to the new unit by CSD before their first shift.

F. CSD staffing supervisors will assist Contractor, on a continuing basis, with evaluation of Contractor HCP by providing performance information.

G. It shall be the responsibility of CSD to notify Contractor within one (1) working day of any event; competency issues, incidents, and/or complaints related to the HCP and/or Contractor. CSD agrees to initiate communication with Contractor whenever an incident/injury report related to the HCP is completed. Upon notification Contractor shall document and track all unexpected incidents, including errors, sentinel events and other events, injuries and safety hazards related to the care and services provided.

H. CSD shall allow Contractor's HCPs (on their own time) to attend appropriate CSD staff development programs.

I. CSD will immediately notify Contractor of any problems regarding Contractor's HCPs.

J. CSD will make available to Contractor copies of all documentation concerning problems or incidents in which Contractor's HCPs are involved.

K. If, in the sole discretion of CSD, any person is unsatisfactory, CSD may require such person to leave its premises and shall inform Contractor of this action immediately. CSD's obligation to compensate Contractor for said services shall be limited to the hours actually worked by such person and CSD shall have no further obligation with respect to such assignment.

L. CSD will not hire as its own HCP or allow the transfer of employment from Contractor to CSD any HCP provided by Contractor during the time the HCP is assigned by Contractor to CSD, and for two (2) months after the HCP's last date of service at CSD through Contractor.

M. CSD recognizes and acknowledges that Contractor goes to considerable expense and effort to locate, vet, and submit candidates to CSD. CSD therefore agrees that it will not hire as its own HCP, or allow employment at CSD from another staffing company, or any other entity, any HCP candidate submitted to CSD by Contractor, for at least 45 days from the date of submission of profile.

N. Cancellations

- i.** If CSD cancels an order (shift) with less than two (2) hours' notice given before reporting time, CSD shall be billed for four (4) hours at the hourly rate for the HCP involved. In addition, if CSD does not keep HCP for a minimum of four (4) hours after arrival and start of shift, CSD shall be billed four (4) hours at the hourly rate for the HCP involved. This applies to Practical Registered Nurse (PRN), per diem, temporary, and as need HCPs. This **does not apply** to contracted HCPs

that have guaranteed time with a start and end date via CSD email confirmation of the HCPs designated length of time (e.g., 13-week) assignment.

- ii. If CSD cancels an Orientation class with less than 72 hours' notice given before start of class, CSD shall be billed a flat rate of \$500.00 per HCP to cover hiring expenses.

4. CONSIDERATION/PAYMENT

4.1 Payment Provisions. In consideration of the services to be provided, the Department shall pay Contractor according to the following schedule:

A. Psychiatrist	\$220.00 per hour
Physician	\$140.00 per hour
Nurse Practitioner	\$105.00 per hour
Physician Assistant	\$105.00 per hour
Psychologist	\$88.00 per hour
LCSW	\$66.00 per hour
RN	\$58.00 per hour weekdays, \$60.00 per hour weekends *
LPN	\$48.00 per hour weekdays, \$50.00 per hour weekends *
CNA	\$27.00 per hour weekdays, \$29.00 per hour weekends *

Workweek begins at 7 a.m. Sunday, continues to 6:59 a.m. the following Sunday.

*Weekend rates begin on Friday with the evening shift (1500) and end with completion of Sunday night shift (0730 Monday).

Orientation Rates. Same as weekday rates. Contractor guarantees that new orientees will work at least the same number of hours as it took to complete the orientation within thirty (30) days, or Contractor will credit the amount of orientation costs. Providing shifts are available for the new orientees.

Overtime. Time worked in excess of forty (40) hours per week will be billed at one and one-half times (1.5x) the regular billing rate for each hour worked.

Holidays. Holiday rates are paid for the following Holidays and will be billed at one and one-half times (1.5x) the regular billing rate for each hour worked.

New Year's Eve (Evening and Night shifts)

New Year's Day (Day, Evening, and Night shifts)

Easter Sunday (Day and Evening shifts)

Memorial Day (Day, Evening, and Night shifts)

July Fourth (Day, Evening, and Night shifts)

Labor Day (Day, Evening, and Night shifts)

Thanksgiving Day (Day, Evening, and Night shifts)

Christmas Eve (Evening and Night shifts)

Christmas Day (Day, Evening, and Night shifts)

Taxes. All HCPs provided by Contractor shall be HCPs of Contractor and not Department. Contractor shall be responsible for payment of all compensation to HCPs provided to Department under this Contract. Contractor assumes responsibility for filing and paying of applicable employer State and Federal payroll taxes for personnel provided under this Contract.

B. Rates are inclusive of all travel and per diem. Department will not compensate Contractor for travel or travel time, lodging, meals, supplies, or any other expense incurred by Contractor while performing services identified within this Contract.

4.2 Invoices. Invoices must clearly show name of HCP provided, dates and hours worked by location and billed rates.

4.3 Withholding of Payment. In addition to its other remedies under this Contract, at law, or in equity, the Department may withhold payments to Contractor if Contractor has breached this Contract.

4.4 Payment Terms. Unless otherwise noted in the solicitation document, the Department has 30 days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of Contract execution in order to facilitate the Department's electronic funds transfer payments.

4.5 Reference to Contract. The Contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the Contract. If the number is not provided, the Department is not obligated to pay the invoice.

5. AGENCY ASSISTANCE

To the extent possible, Contractor shall use its own equipment in providing the goods/services set forth in Section 3. However, the parties recognize that services provided to Department may occur within the confines of a secure correctional facility necessitating the use of Department facilities and equipment including, but not limited to, access to inmate records, work space within a correctional facility, and phone service (e.g., Montana State Prison does not allow cellular or digital phones within the facility).

6. PREVAILING WAGE REQUIREMENTS

6.1 Montana Resident Preference. The nature of the work performed, or services provided, under this contract meets the statutory definition of a "public works contract" in 18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services. Contractor shall abide by the requirements set out in 18-2-401 through 18-2-432, MCA, and all administrative rules adopted under these statutes.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

6.2 Standard Prevailing Rate of Wages. In addition, unless superseded by federal law, all employees working on a public works contract must be paid prevailing wage rates in accordance with 18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in 18-2-401, MCA, in which the total cost of the contract is greater than \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Because this contract has an initial term of 12 months with optional renewals, this Contract is subject to the 3% adjustment when the Contract length becomes more than 30 months. The 3% rate increase becomes effective upon the second renewal, and the 3% is paid starting in the third year of the Contract beginning with the 25th month. The adjustment must be made and applied every 12 months for the term of the Contract. This adjustment is the sole responsibility of Contractor and no cost adjustment in this Contract (outside of that allowed in Section 2) will be allowed to fulfill this requirement.

6.3 Notice of Wages and Benefits. Furthermore, 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of

work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with 18-2-423, MCA.

6.4 Wage Rates, Pay Schedule, and Records. 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each contractor, subcontractor, and employer shall maintain payroll records in a manner readily capable of being certified for submission under 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

All contractors and employers shall classify each employee who performs labor on a public works project according to the applicable standard prevailing rate of wages for such craft, classification, or type of employee established by the Commissioner of the Montana Department of Labor and Industry, and shall pay each such employee a rate of wages not less than the standard prevailing rate as specified in the Montana Prevailing Wages Rates for Nonconstruction Services 2019.

7. ACCESS AND RETENTION OF RECORDS

7.1 Access to Records. Contractor shall provide the Department, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. An offender's protected health information (PHI) shall not be made accessible to Legislative Auditor Division without a HIPAA-compliant and a 42 CFR Part 2-compliant release signed by the offender. The Department may terminate this Contract under Section 17, without incurring liability, for the Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

7.2 Retention Period. Contractor shall create and retain all records supporting the services rendered for a period of eight years after either the completion date of this Contract or termination of the Contract.

8. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor may not assign, transfer, or subcontract any portion of this Contract without the Department's prior written consent. (18-4-141, MCA) Contractor is responsible to the Department for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and the Department under this Contract.

9. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to protect, defend, indemnify, and hold harmless the Department, its elected and appointed officials, agents and employees from and against all legal, equitable or administrative claims, causes of action, damages, losses and expenses, of any kind or character, including but not limited to attorneys' fees and the costs of defense, arising in favor of Contractor's employees or third parties on account of bodily injury, sickness, disease, death, personal injury, violation of an offender's constitutional or statutory rights, or to injury to or destruction of tangible property except for such claims, causes of action, damages, losses or expenses which are solely due to the fault or negligence of the party seeking indemnity.

10. REQUIRED INSURANCE

10.1 General Requirements. Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents,

employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

10.2 Primary Insurance. Contractor's insurance coverage shall be primary insurance with respect to the Department, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the Department, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

10.3 Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The Department, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

10.4 Specific Requirements for Professional Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: If "occurrence" coverage is unavailable or cost prohibitive, Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of this contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

10.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the Department. At the request of the Department either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Department, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

10.6 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by the Department's Contracts Management Bureau, P.O. Box 201301, Helena, MT 59620-1301. Contractor must notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The Department reserves the right to require complete copies of insurance policies at all times.

11. LICENSURE

Contractor agrees to provide the State with copies of appropriate current licenses issued under Title 37 of the Montana Code Annotated for all persons performing services under this Contract.

12. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the Department of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are Department employees.

This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to the Department's Contracts Management Bureau, P.O. Box 201301, Helena, MT 59620-1301.

13. COMPLIANCE WITH DARK MONEY SPENDING DISCLOSURE REQUIREMENTS

Contractor shall comply with the provisions of the State of Montana Executive Order No. 15-2018. Contractor shall annually submit a declaration form to the Contract Management Bureau, P.O. Box 201301, Helena, MT 59620-1301. Declaration forms can be found at:

https://vendorresources.mt.gov/Portals/121/vendor_resources/EO_DECLARATION%20FORM.pdf?ver=2018-09-13-100259-243.

All disclosures must be submitted to Contract Management Bureau, P.O. Box 201301, Helena, MT 59620-1301, for reporting on <https://transparency.mt.gov/>. Failure to comply with these requirements may result in Contract termination. Contractor agrees that such a failure is a material breach of this Contract.

14. COMPLIANCE WITH LAWS

14.1 Compliance with Laws. Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Contractor will comply with the Prison Rape Elimination Act 42 U.S.C.A. § 15601ff, the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.1.17, Prison Rape Elimination Act, and ACCD 1.1.1700 PREA to include incident reporting. Contractor shall establish a zero-tolerance policy to incidents of sexual assault/rape or sexual misconduct. Any subletting or subcontracting by Contractor subjects its subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

14.2 Affordable Care Act. The Affordable Care Act requires a Contractor, if Contractor is an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980 H (ACA) if provided by the State.

14.3 Additional Indemnification. Claims under this provision also include those arising out of or in any way connected with Contractor's breach of this Contract, including any Claims asserting that any of Contractor's employees are actually employees or common law employees of the State or any of its agencies, including but not limited to, excise taxes or penalties imposed on the State under the Code §§ 4980H, 6055 or 6056.

14.4 Reporting Requirements. Contractor, if Contractor is an applicable large employer under the ACA, further states that it shall satisfy all reporting requirements under the Code §§ 6055 and 6056 (ACA) with

respect to individuals who perform services for the State.

14.5 Auditing. The State may audit Contractor's operations to ensure that the Contractor has complied with the statements made above.

15. DISABILITY ACCOMMODATIONS

The Department does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

16. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

17. CONTRACT TERMINATION

17.1 Termination for Cause with Notice to Cure Requirement. The Department may terminate this Contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

17.2 Termination for Cause with Notice to Cure Requirement. Contractor may terminate this Contract for the Department's failure to perform any of its duties under this Contract after giving the Department written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

17.3 Reduction of Funding. The Department must, by law, cancel this contract if funds are not appropriated or otherwise made available to support the Department's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the Department budgeting process to support continued performance of this Contract (whether at an initial Contract payment level or any Contract increases to that initial level) in subsequent fiscal periods, the Department shall cancel this Contract as required by law. The Department shall provide Contractor the date the Department's cancellation shall take effect. The Department shall not be liable to Contractor for any payment that would have been payable had the Contract not been cancelled under this provision. As stated above, the Department shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the Department's cancellation takes effect. This is Contractor's sole remedy. The Department shall not be liable to Contractor for any other

payments or damages arising from cancellation under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

18. EVENT OF BREACH – REMEDIES

18.1 Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:

- ⌚ Products or services furnished fail to conform to any requirement;
- ⌚ Failure to submit any report required by this Contract;
- ⌚ Failure to perform any of the other terms and conditions of this Contract, including but not limited to beginning work under this contract without prior Department approval; or
- ⌚ Voluntary or involuntary bankruptcy or receivership.

18.2 Event of Breach by Department. The Department's failure to perform any material term or condition of this Contract constitutes an event of breach.

18.3 Actions in Event of Breach.

Upon Contractor's material breach, the Department may:

- ⌚ Terminate this Contract under Section 17.1 and pursue any of its remedies under this Contract, at law, or in equity; or
- ⌚ Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

Upon the Department's material breach, Contractor may:

- ⌚ Terminate this Contract under Section 17.2 and pursue any of its remedies under this Contract, at law, or in equity; or
- ⌚ Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

19. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

20. WAIVER OF BREACH

Either party's failure to enforce any Contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

21. LIAISONS AND SERVICE OF NOTICES

21.1 Contract Liaisons. All project management and coordination shall be performed by the Department's point of contact designated below. Contractor shall designate a liaison that will provide project management and coordination of Contractor's work. All work performed under this Contract must be coordinated between the Department's Liaison and Contractor's Liaison.

Cynthia McGillis-Hiner is Department's Liaison.
5 S Last Chance Gulch
Helena MT 59620-1301
Telephone: (406) 444-5439
E-mail: CMcGillis@mt.gov

Nicole Randall is Contractor's Liaison.
3021 Berks Way #201
Raleigh NC 27614
Telephone: (877) 797-6427
Fax: (800) 866-9454
E-mail: Nicole.randall@nationalhcs.com

21.2 Contract Manager. Department's Contract Manager identified below shall perform all Contract management duties on Department's behalf. Written notices and requests or any issues, not related to project management and coordination, regarding this Contract should be directed to Department's Contract Manager.

Kristi Hernandez is Department's Contract Manager
5 S Last Chance Gulch
Helena MT 59620-1301
Telephone: (406) 444-9649
E-mail: Kristi.Hernandez@mt.gov

Nicole Randall is Contractor's Contract Manager.
3021 Berks Way #201
Raleigh NC 27614
Telephone: (877) 797-6427
Fax: (800) 866-9454
E-mail: Nicole.randall@nationalhcs.com

21.3 Notifications. The Department's and Contractor's Liaisons and Contract Managers may be changed by written notice to the other party. Written notices, requests, or complaints must be directed to the Liaison and Contract Manager. Notice may be provided by email, personal service, mail, or facsimile. If notice is provided by email, personal service, or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective three business days after date of mailing.

22. MEETINGS

22.1 Technical or Contractual Problems. Contractor shall meet with the Department's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and the Department in the performance of their respective obligations, at no additional cost to the Department. The Department may request the meetings as problems arise and will be coordinated by the Department. The Department shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

22.2 Failure to Notify. If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by the Department, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

22.3 Department's Failure or Delay. For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of the Department's failure or delay in discharging any Department obligation, the Department shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the Department agrees as to the cause of such problem or

circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If the Department does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

23. TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the Department or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The Department shall pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates. If the Department terminates a project or this Contract for cause, then the Department may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages the Department may have sustained as a result of Contractor's breach.

24. CHOICE OF LAW AND VENUE

Montana law governs this Contract. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

25. TAX EXEMPTION

The Department of Montana is exempt from Federal Excise Taxes (#81-0302402), except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

26. PERSONAL PROPERTY TAX

All personal property taxes will be paid by the Contractor.

27. AUTHORITY

This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, Chapter 5.

28. SEVERABILITY CLAUSE

A declaration by any court or any other binding legal source that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually and materially dependent.

29. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

29.1 Contract. This Contract consists of 29 numbered pages plus any Attachments referred to within the numbered pages of the Contract provided they have been expressly incorporated herein by reference.

29.2 Entire Agreement. These documents are the entire agreement of the parties. All prior negotiations, representations, and understandings between the parties are superseded by the Contract. Any amendment or modification must be in a written agreement signed by the parties.

30. WAIVER

The Department's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

31. EXECUTION

The parties through their authorized agents have executed this Contract on the dates set out below.

STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

NATIONAL HEALTH CARE SOLUTIONS, LLC
3021 Berks Way #201
Raleigh NC 27614

BY: Connie Winner, Administrator
 Clinical Services Division

BY: Nicole Randall, Director of Operations

DocuSigned by:

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 (Signature)

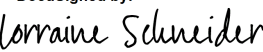
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 (Signature)

DATE: 7/9/2019

DATE: 7/8/2019

Approved as to Legal Content:

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 7/8/2019
 Legal Counsel (Date)

Approved as to Form:

DocuSigned by:

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 7/8/2019
 Procurement Officer (Date)

**MONTANA
PREVAILING WAGE RATES FOR NONCONSTRUCTION SERVICES 2019**

Effective: January 26, 2019

**Steve Bullock, Governor
State of Montana**

**Galen Hollenbaugh, Commissioner
Department of Labor & Industry**

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at www.mtwagehourbopa.com or contact:

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 201503
Helena, MT 59620-1503
Phone 406-444-6543

The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the Internet at www.mtwagehourbopa.com or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at www.mtwagehourbopa.com or contact the department at (406) 444-6543.

**GALEN HOLLENBAUGH
Commissioner
Department of Labor and Industry**

State of Montana

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Food Service and Cooking	15
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A. Date of Publication January 26 2019

B. Definition of Nonconstruction Services Occupations

Section 18-2-401(9)(a)-(9)(l), MCA defines "nonconstruction services" as "...work performed by an individual, not including management, office, or clerical work, for:

- (a) the maintenance of publicly owned buildings and facilities, including public highways, roads, streets, and alleys;
- (b) custodial or security services for publicly owned buildings and facilities;
- (c) grounds maintenance for publicly owned property;
- (d) the operation of public drinking water supply, waste collection, and waste disposal systems; (e) law enforcement, including janitors and prison guards;
- (f) fire protection;
- (g) public or school transportation driving;
- (h) nursing, nurse's aid services, and medical laboratory technician services;

- (i) material and mail handling;*
- (j) food service and cooking;*
- (k) motor vehicle and construction equipment repair and servicing; and*
- (l) appliance and office machine repair and servicing.”*

C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA defines “public works contract” as “...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”

D. Prevailing Wage Schedule

This publication covers only Nonconstruction Service occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy, Highway, and Building Construction occupations can be found on the Internet at www.mtwagehourbopa.com or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

ARM, 24.17.127(1)(c), states “The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised.”

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”

G. Fringe Benefits

Section 18-2-412, MCA states:

“(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

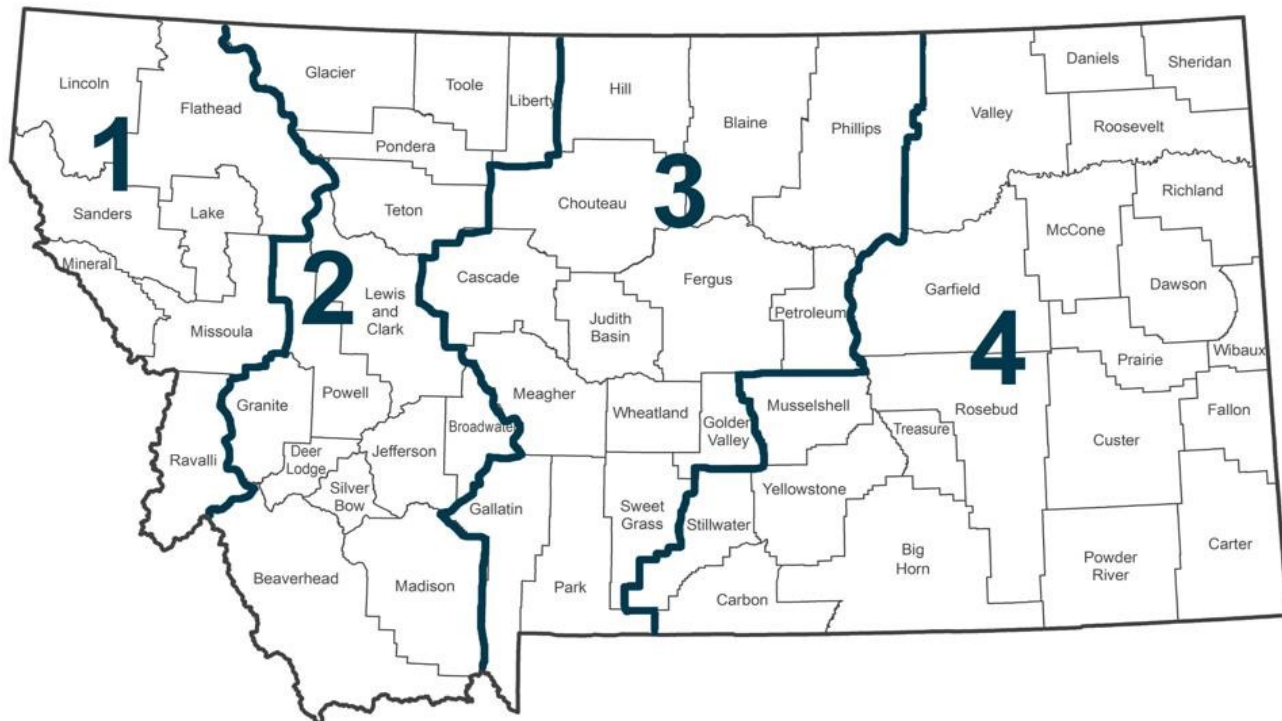
(2) *The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor.”*

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Prevailing Wage Districts

Montana counties are aggregated into 4 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:

Montana Prevailing Wage Districts



I. Dispatch City

ARM, 24.17.103(11), defines dispatch city as “...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, and Missoula.” A dispatch city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

- District 1 - Kalispell and Missoula:** includes Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders;
- District 2 - Butte and Helena:** includes Beaverhead, Broadwater, Deer Lodge, Glacier, Granite, Jefferson, Lewis and Clark, Liberty, Madison, Pondera, Powell, Silver Bow, Teton, and Toole;
- District 3 - Bozeman and Great Falls:** includes Blaine, Cascade, Chouteau, Fergus, Gallatin, Golden Valley, Hill, Judith Basin, Meagher, Park, Petroleum, Phillips, Sweet Grass, and Wheatland;
- District 4 - Billings:** includes Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Musselshell, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Valley, Wibaux, and Yellowstone.

J. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(24), defines zone pay as “...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.” See section I above for a list of dispatch cities.

K. Computing Travel Benefits

ARM, 24.17.103(22), states “ ‘Travel pay,’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee’s home, whichever is closer, to the center of the job.” See section I above for a list of dispatch cities.

L. Per Diem

ARM, 24.17.103(18), states “ ‘Per diem’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”

M. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, section 18-2-416(2), MCA states “...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract.” Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

N. Posting Notice of Prevailing Wages

Section 18-2-406, MCA provides that contractors, subcontractors and employers who are “...performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.”

O. Employment Preference

Sections 18-2-403 and 18-2-409, MCA requires contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

P. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:
http://www.bls.gov/oes/current/oes_stru.htm

Q. Nonconstruction Services Occupations

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

STATIONARY ENGINEERS AND BOILER OPERATORS

ELEVATOR REPAIRERS

ENVIRONMENTAL SERVICES WORKERS

MAINTENANCE AND REPAIR WORKERS

CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES

JANITORS AND CLEANERS

SECURITY AND FIRE ALARM SYSTEMS REPAIRERS
SECURITY GUARDS

GROUPS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

FALLERS
FOREST AND CONSERVATION TECHNICIANS
FOREST AND CONSERVATION WORKERS
FOREST EQUIPMENT OPERATORS
LANDSCAPING AND GROUNDSKEEPING WORKERS
PEST CONTROL WORKERS
PESTICIDE/HERBICIDE HANDLERS, SPRAYERS, AND APPLICATORS
TREE TRIMMERS AND PRUNERS, (RIGHT AWAY)

OPERATION OF PUBLIC DRINKING WATER SUPPLY,
WASTE COLLECTION, AND WASTE DISPOSAL SYSTEMS

RECYCLING AND RECLAMATION WORKERS
REFUSE AND RECYCLABLE MATERIALS COLLECTORS
SANITARY LANDFILL ATTENDANTS
SANITARY LANDFILL OPERATORS
WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

CORRECTION AND DETENTION OFFICERS
POLICE, FIRE, AND AMBULANCE DISPATCHERS
PROBATION OFFICERS

FIRE PROTECTION

FIRE EXTINGUISHER REPAIRERS
FIREFIGHTERS, (WILDLANDS)

PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS, (SCHOOL OR SPECIAL CLIENT)
BUS DRIVERS, (TRANSIST AND INTERCITY)
LIGHT TRUCK OR DELIVERY SERVICES DRIVERS
HEAVY AND TRACTOR-TRAILER TRUCK DRIVRS

NURSING, NURSE'S AID SERVICES, AND MEDICAL LABORATORY TECHNICIAN SERVICES

BREATH ALCOHOL TECHNICIANS
CLINICAL LABORATORY TECHNICIANS AND TECHNOLOGISTS
EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS
HOME HEALTH AIDES
LICENSED PRACTICAL NURSES
NURSE PRACTITIONERS
NURSING ASSISTANTS AND ORDERLIES
PERSONAL CARE AIDES
PHYSICIANS ASSISTANTS
REGISTERED NURSES

MATERIAL AND MAIL HANDLING

FREIGHT, STOCK, AND MATERIAL HANDLERS

FOOD SERVICE AND COOKING

COOKS, (INSTITUTION AND CAFETERIA)

FOOD PREPARATION AND SERVING RELATED WORKERS

MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE MASTER MECHANICS

CONSTRUCTION EQUIPMENT MECHANICS

APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE SERVICE TECHNICIANS

PERSONAL COMPUTER SUPPORT TECHNICIANS

WAGE RATES

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

STATIONARY ENGINEERS AND BOILER OPERATORS

No Rate Established

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ELEVATOR REPAIRERS

	Wage	Benefit
District 1	\$52.41	\$33.00
District 2	\$52.41	\$33.00
District 3	\$52.41	\$33.00
District 4	\$52.41	\$33.00

Travel:

All Districts

0-15 mi. free zone

>15-25 mi. \$45.26/day

>25-35 mi. \$84.01/day

>35 mi. \$84.90/day or cost of receipts for hotel and meals, whichever is greater.

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ENVIRONMENTAL SERVICES WORKERS

	Wage	Benefit
District 1	\$12.48	\$4.21
District 2	\$11.85	\$4.83
District 3	\$11.97	\$4.74

District 4	\$12.58	\$4.84
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MAINTENANCE AND REPAIR WORKERS

	Wage	Benefit
District 1	\$18.56	\$ 7.13
District 2	\$17.68	\$ 8.69
District 3	\$17.44	\$10.44
District 4	\$19.59	\$ 6.84

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CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES

JANITORS AND CLEANERS

	Wage	Benefit
District 1	\$13.93	\$4.91
District 2	\$13.31	\$4.34
District 3	\$15.76	\$8.26
District 4	\$15.68	\$9.68

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SECURITY AND FIRE ALARM SYSTEMS REPAIRERS

No Rate Established

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SECURITY GUARDS

	Wage	Benefit
District 1	\$15.79	\$3.10
District 2	\$15.59	\$2.71
District 3	\$15.88	\$3.28
District 4	\$15.31	\$3.34

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GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

FALLERS

No Rate Established

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FOREST AND CONSERVATION TECHNICIANS

No Rate Established

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FOREST AND CONSERVATION WORKERS

No Rate Established

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FOREST EQUIPMENT OPERATORS

No Rate Established

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LANDSCAPING AND GROUNDSKEEPING WORKERS

	Wage	Benefit
District 1	\$14.79	\$8.07
District 2	\$16.68	\$7.41
District 3	\$13.05	\$8.09
District 4	\$16.41	\$6.72

Duties Include:

Shovel snow from walks, driveways, or parking lots and spread salt in those areas. Grounds maintenance of cemeteries.

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PEST CONTROL WORKERS

	Wage	Benefit
District 1	\$15.27	\$3.63
District 2	\$15.27	\$3.63
District 3	\$15.27	\$3.63
District 4	\$15.27	\$3.63

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PESTICIDE/HERBICIDE HANDLERS, SPRAYERS, AND APPLICATORS

	Wage	Benefit
District 1	\$16.54	\$6.96
District 2	\$20.50	\$5.89

District 3	\$13.44	\$4.93
District 4	\$17.99	\$5.81

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TREE TRIMMERS AND PRUNERS, (RIGHT AWAY)

	Wage	Benefit
District 1	\$20.34	\$8.01
District 2	\$16.99	\$8.01
District 3	\$16.35	\$8.38
District 4	\$26.19	\$8.98

Travel: All Districts

0-25 mi. - free zone

>25-50 mi. - \$20.00/day

>50 mi. - \$70.00/day

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OPERATION OF PUBLIC DRINKING WATER SUPPLY, WASTE COLLECTION, AND WASTE DISPOSAL SYSTEMS

RECYCLING AND RECLAMATION WORKERS

No Rate Established

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REFUSE AND RECYCLABLE MATERIALS COLLECTORS

	Wage	Benefit
District 1	\$16.16	\$7.52
District 2	\$17.11	\$9.18
District 3	\$18.20	\$8.46
District 4	\$21.76	\$6.95

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SANITARY LANDFILL ATTENDANTS

	Wage	Benefit
District 1	\$12.46	\$8.32
District 2	\$13.94	\$8.20
District 3	\$15.43	\$6.34
District 4	\$14.71	\$5.59

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SANITARY LANDFILL OPERATORS

	Wage	Benefit
District 1	\$20.09	\$9.09

District 2	\$19.41	\$9.05
District 3	\$20.10	\$7.79
District 4	\$19.65	\$7.44

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WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

	Wage	Benefit
District 1	\$21.89	\$10.12
District 2	\$26.49	\$14.50
District 3	\$21.13	\$ 8.35
District 4	\$22.00	\$ 9.00

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LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

CORRECTION AND DETENTION OFFICERS

	Wage	Benefit
District 1	\$21.41	\$11.00
District 2	\$18.52	\$10.30
District 3	\$17.13	\$ 9.78
District 4	\$19.82	\$10.66

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POLICE, FIRE, AND AMBULANCE DISPATCHERS

	Wage	Benefit
District 1	\$20.14	\$9.77
District 2	\$16.07	\$5.72
District 3	\$15.03	\$7.64
District 4	\$19.97	\$7.25

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PROBATION OFFICERS

	Wage	Benefit
District 1	\$21.45	\$11.15
District 2	\$21.63	\$11.20
District 3	\$21.15	\$11.00
District 4	\$21.04	\$10.97

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FIRE PROTECTION

FIRE EXTINGUISHER REPAIRERS

No Rate Established

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FIREFIGHTERS, (WILDLANDS)

	Wage	Benefit
District 1	\$13.86	\$4.00
District 2	\$14.26	\$4.05
District 3	\$14.26	\$4.05
District 4	\$14.26	\$4.05

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PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS, (SCHOOL OR SPECIAL CLIENT)

	Wage	Benefit
District 1	\$16.12	\$5.00
District 2	\$15.38	\$5.14
District 3	\$15.46	\$5.79
District 4	\$16.80	\$4.05

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BUS DRIVERS, (TRANSIT AND INTERCITY)

	Wage	Benefit
District 1	\$13.26	\$9.35
District 2	\$11.19	\$1.01
District 3	\$14.57	\$5.29
District 4	\$19.23	\$6.70

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LIGHT TRUCK OR DELIVERY SERVICES DRIVERS

	Wage	Benefit
District 1	\$16.33	\$2.04
District 2	\$15.82	\$2.04
District 3	\$15.94	\$2.04
District 4	\$16.38	\$2.04

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HEAVY AND TRACTOR-TRAILER TRUCK DRIVERS

	Wage	Benefit
District 1	\$21.79	\$10.65
District 2	\$21.01	\$10.32
District 3	\$19.67	\$ 9.23
District 4	\$19.67	\$ 9.23

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NURSING, NURSE'S AID SERVICES, AND MEDICAL LABORATORY TECHNICIAN SERVICES**BREATH ALCOHOL TECHNICIANS**

No Rate Established

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CLINICAL LABORATORY TECHNICAINS AND TECHNOLOGISTS

	Wage	Benefit
District 1	\$26.38	\$ 9.82
District 2	\$29.34	\$11.77
District 3	\$28.85	\$ 6.67
District 4	\$29.57	\$ 9.60

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EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS

	Wage	Benefit
District 1	\$15.70	\$8.07
District 2	\$16.45	\$5.70
District 3	\$18.81	\$6.67
District 4	\$16.64	\$7.25

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HOME HEALTH AIDES

	Wage	Benefit
District 1	\$11.06	\$4.68
District 2	\$11.65	\$3.55
District 3	\$11.65	\$2.73
District 4	\$12.16	\$3.02

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LICENSED PRACTICAL NURSES

	Wage	Benefit
District 1	\$21.01	\$7.28
District 2	\$20.82	\$7.07
District 3	\$21.63	\$5.97
District 4	\$23.05	\$5.72

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NURSE PRACTITIONERS

	Wage	Benefit
District 1	\$49.97	\$15.25
District 2	\$51.18	\$14.16
District 3	\$48.19	\$11.11
District 4	\$52.75	\$16.00

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NURSING ASSISTANTS AND ORDERLIES

	Wage	Benefit
District 1	\$12.64	\$4.81
District 2	\$13.78	\$4.47
District 3	\$12.92	\$4.28
District 4	\$14.09	\$3.30

Occupations Include:

Certified Nursing Assistants, Hospital Aides, Infirmary Attendants

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PERSONAL CARE AIDES

	Wage	Benefit
District 1	\$11.06	\$4.68
District 2	\$11.65	\$3.55
District 3	\$11.65	\$2.73
District 4	\$12.16	\$3.02

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PHYSICIANS ASSISTANTS

	Wage	Benefit
District 1	\$50.10	\$12.51
District 2	\$52.36	\$12.36
District 3	\$53.38	\$13.53

District 4	\$54.22	\$14.02
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REGISTERED NURSES

	Wage	Benefit
District 1	\$30.66	\$10.78
District 2	\$31.01	\$ 8.69
District 3	\$32.13	\$ 6.67
District 4	\$34.15	\$ 6.12

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MATERIAL AND MAIL HANDLING

FREIGHT, STOCK, AND MATERIAL HANDLERS

	Wage	Benefit
District 1	\$15.43	\$2.14
District 2	\$15.00	\$1.00
District 3	\$15.89	\$2.14
District 4	\$16.42	\$2.48

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FOOD SERVICE AND COOKING

COOKS, (INSTITUTION AND CAFETERIA)

	Wage	Benefit
District 1	\$12.91	\$4.76
District 2	\$13.80	\$4.56
District 3	\$12.65	\$5.25
District 4	\$13.90	\$5.36

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FOOD PREPARATION AND SERVING RELATED WORKERS

	Wage	Benefit
District 1	\$10.96	\$3.57
District 2	\$10.56	\$3.69
District 3	\$12.26	\$4.40
District 4	\$12.03	\$3.27

Occupations Include:

Dietary Aides, Counter Attendants, and Dining Room Attendants.

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MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE MASTER MECHANICS

	Wage	Benefit
District 1	\$21.63	\$ 5.30
District 2	\$21.09	\$ 4.26
District 3	\$20.63	\$11.92
District 4	\$23.81	\$ 6.61

Duties Include:
Diesel Engine Repair.

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CONSTRUCTION EQUIPMENT MECHANICS

	Wage	Benefit
District 1	\$25.16	\$10.24
District 2	\$23.88	\$ 9.81
District 3	\$22.88	\$ 9.33
District 4	\$22.40	\$10.12

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APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE SERVICE TECHNICIANS

No Rate Established

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PERSONAL COMPUTER SUPPORT TECHNICIANS

	Wage	Benefit
District 1	\$24.61	\$ 9.30
District 2	\$22.99	\$ 8.80
District 3	\$21.50	\$11.46
District 4	\$22.04	\$15.85

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